



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

State of West Virginia
Centralized Request for Quote
Highways

Proc Folder: 1066632

Doc Description: Liquid Asphalt Material/Emulsions - Statewide 6622C058

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued

Solicitation Closes

Solicitation No

Version

2022-07-05

2022-07-21 13:30

CRFQ 0803 DOT2300000004

1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

07/18/22 13:17:00
WV Purchasing Division

VENDOR

Vendor Customer Code: 000000177682

Vendor Name : ASPHALT MATERIALS, INC.

Address : 13925

Street : STATE ROUTE 7

City : MARIETTA

State : OHIO

Country : USA

Zip : 45750

Principal Contact : DARREN CHEESEMAN

Vendor Contact Phone: 740+374+5100

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep

304-558-2566

john.w.estep@wv.gov

Vendor
Signature X

FEIN# 35+1002095

DATE JULY 21, 2022

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

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

On behalf of the West Virginia Division of Highways the West Virginia Purchasing Division is soliciting bids to establish an open-end contract for the delivery of liquid asphalt material/emulsions to WVDOH locations statewide or by WVDOH Agency pick-up from Vendor plant locations. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HFMS-2 (3,000-4,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Anionic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	HFMS-2 (4,001-5,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:

Anionic Liquid Asphaltic Emulsion:

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	HFMS-2 (5,001 gal or greater)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:

Anionic Liquid Asphaltic Emulsion:

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	RS-2 (3,000-4,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Anionic Liquid Asphaltic Emulsion:

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	RS-2 (4,001-5,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Anionic Liquid Asphaltic Emulsion:

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	RS-2 (5,001 gal or greater)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Anionic Liquid Asphaltic Emulsion:

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Polymer Modified RS-2P (3,000-4,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Anionic Liquid Asphaltic Emulsion:

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Polymer Modified RS-2P (4,001-5,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:

Anionic Liquid Asphaltic Emulsion:

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Polymer Modified RS-2P (5,001 gal or greater)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:

Anionic Liquid Asphaltic Emulsion:

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	SS-1h Diluted (3,000-4,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:

Anionic Liquid Asphaltic Emulsion:

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	SS-1h Diluted (4,001-5,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:

Anionic Liquid Asphaltic Emulsion:

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	SS-1h Diluted (5,001 gal or greater)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Anionic Liquid Asphaltic Emulsion:

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Polymer Modified CRS-2P (3,000-4,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Cationic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Polymer Modified CRS-2P (4,001-5,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Cationic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Polymer Modified CRS-2P (5,001 gal or greater)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Cationic Liquid Asphaltic Emulsion:

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	AEP, E1-Prime, IE-1, or equivalent (3,000-4,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Cationic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	AEP, E1-Prime, IE-1, or equivalent (4,001-5,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Cationic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	AEP, E1-Prime, IE-1, or equivalent (5,001 gal or greater)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Cationic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Winter Grade RS or MS (3,000-4,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Cationic Liquid Asphaltic Emulsion:

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Winter Grade RS or MS (4,001-5,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Cationic Liquid Asphaltic Emulsion:

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Winter Grade RS or MS (5,001 gal or greater)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Cationic Liquid Asphaltic Emulsion:

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	CQS-1hp Diluted (3,000-4,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Cationic Liquid Asphaltic Emulsion:

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	CQS-1hp Diluted (4,001-5,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
Cationic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	CQS-1hp Diluted (5,001 gal or greater)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:
 Cationic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2022-07-14

	Document Phase	Document Description	Page 15
DOT2300000004	Final	Liquid Asphalt Material/Emulsions - Statewide 6622C058	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: July 14, 2022 by 10:00am

Submit Questions to: John Estep
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: john.w.estep@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:	John Estep
SOLICITATION NO.:	CRFQ 0803 DOT2300000004
BID OPENING DATE:	July 21, 2022
BID OPENING TIME:	1:30PM
FAX NUMBER:	304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: July 21, 2022 @ 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's

specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

Revised 04/01/2022

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$500,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:

☒ State of WV
1900 Kanawha Blvd. E., Bldg.5
Charleston, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Name, Title)  Sales Representative

(Printed Name and Title) DARREN CHEESEMAN SALES REPRESENTATIVE

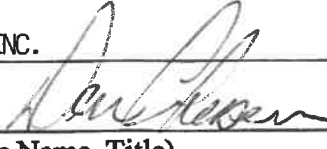
(Address) 13925 STATE ROUTE 7 MARIETTA, OHIO 45750

(Phone Number) / (Fax Number) 740 374 5100 - NONE

(email address) darren.cheeseman@asphalt-materials.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

ASPHALT MATERIALS, INC.
(Company)  Sales Representative
(Authorized Signature) (Representative Name, Title)
DARREN CHEESEMAN SALES REPRESENTATIVE
(Printed Name and Title of Authorized Representative) (Date)
740 374 5100 NONE
(Phone Number) (Fax Number)
DARREN, CHEESEMAN@ASPHALT-MATERIALS.COM
(Email Address)

REQUEST FOR QUOTATION
Liquid Asphalt Material/Emulsions

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** On behalf of the West Virginia Division of Highways the West Virginia Purchasing Division is soliciting bids to establish an open-end contract for the delivery of liquid asphalt material/emulsions to WVDOH locations statewide or by WVDOH Agency pick-up from Vendor plant locations.

All responsible Vendors will be awarded a contract for this solicitation, per Section 5 of these contract specifications. The low-bid vendor will be chosen from awarded Vendors by each District, based on the low-bid unit price per Contract Item.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout this Solicitation. Additional definitions are provided in Section 2 of the General Terms and Conditions.

- 2.1 **“AASHTO”** – American Association of State Highway and Transportation Officials. Reference: www.transportation.org

- 2.2 **“ASTM International” and “ASTM”** – interchangeable terms for what is formerly known as the American Society for Testing and Materials. Reference: www.astm.org

- 2.3 **“Attachment A,” “Pricing Pages by Delivery”, and “ATT A”** – interchangeable terms used throughout this solicitation referring to the mandatory form provided as an electronic spreadsheet upon which Vendor shall enter its pricing for the delivery of Contract Items.

- 2.4 **“Attachment B,” “Pricing Pages by Pick-up,” and “ATT B”** - interchangeable terms used throughout this solicitation referring to the mandatory form provided upon which Vendor shall identify its plant locations and enter its pricing for the pick-up of Contract Items by WVDOH Agencies.

- 2.5 **“Contract Item” or “Contract Item(s)”** – interchangeable terms for the items available for Vendor to provide pricing. Contract Items are identified in Section 3 of this Solicitation and referenced throughout.

- 2.6 **“Contractor” and “Vendor”** –interchangeable terms referring to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

- 2.7 **“Emergency Work” and “Emergency Requests”**- interchangeable terms for the delivery of goods and/or services which must be supplied without delay, owing to circumstances for which the WVDOH could not have reasonably expected.

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- 2.8 “F.O.B.” or “Free on Board”** - interchangeable terms used to indicate that a Vendor or its designee will deliver goods via truck/other conveyance without any expense to the purchaser.
- 2.9 “Liquidated Damages”** - monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted at the WVDOH Contract Administration’s Specifications and Documents website, as amended: <https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>.
- 2.10 “MP”** –refers to a Materials Procedure per the Materials Control, Soils, and Testing Division of the West Virginia Division of Highways. Reference: <https://transportation.wv.gov/highways/mcst/Pages/default.aspx>
- 2.11 “MCS&T”** – refers to the Materials Control, Soils, and Testing Division of the West Virginia Division of Highways.
- 2.12 “Solicitation”** – the official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
- 2.13 “Standard Specs”** – The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by any subsequent Supplemental Specifications.
- 2.14 “WVDOH” and “Agency”**– interchangeable terms for the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

- 3.1** The following Standard Specs Sections shall apply to the administration of this contract: 101, 102, 103, 105, 106, 107, 108, 109, and 110, as amended.

Materials, equipment, and performance of this contract shall conform, but are not limited to, the requirements of Standard Specs Sections 705, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using the

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attached Standard Specifications Order Form. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

West Virginia Division of Highways
Technical Support Division
1334 Smith Street
Charleston, West Virginia 25301

A free electronic copy of the Standard Specs may be obtained by sourcing:
<http://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>

3.2 Documentation to be Included with the Bid: Vendors should carefully read the entire solicitation invitation. The Vendor should include as part of their bid response:

- Certification and Signature Page (within General Terms and Conditions)
- Addendum Acknowledgement Form
- Valid West Virginia Contractor's License, if applicable.
- Contract Manager Page (page 10 of these Specifications)
- Attachments included in solicitation package (ATT A and ATT B)
- Valid Certificate of Insurance; and
- Any other required forms or supporting information as described herein.

Omitting any required forms, attachments, or documentation as described throughout this contract could deem a bid non-responsive and result in the disqualification of the Vendor's bid response.

3.3 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

For the delivery of Contract Items, Vendor shall enter its bid price per gallon, per County, on **Pricing Pages by Delivery, ATT A**. Delivery of materials shall be F.O.B. destination.

For the pick-up of Contract Items by the WVDOH, Vendor shall list its plant locations and enter bid pricing per gallon for Contract Items. Pricing for the pick-up of Contract Items on **Pricing Pages by Pick-up, ATT B** shall be considered the same for all plant locations listed.

3.3.1 Anionic Liquid Asphaltic Emulsions:

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Liquid Asphalt Material/Emulsions**

3.3.1.1 Contract Item 1: HFMS-2 - Shall comply with the requirements of AASHTO M 140.

3.3.1.2 Contract Item 2: RS-2 - Shall comply with the requirements of AASHTO M 140.

3.3.1.3 Contract Item 3: Polymer Modified RS-2P - Shall comply with the requirements of AASHTO M 208 and M 316.

3.3.1.4 Contract Item 4: SS-1h (Diluted) - Shall comply with the requirements of AASHTO M 140.

3.3.2 Cationic Liquid Asphaltic Emulsions:

3.3.2.1 Contract Item 5: Polymer Modified CRS-2P - Shall comply with the requirements of AASHTO M 208 and M 316.

3.3.2.2 Contract Item 6: AEP, E1-Prime, IE-1, or equivalent - Shall comply with the requirements of ASTM D2026, D2027, and/or D2028.

3.3.2.3 Contract Item 7: Winter Grade RS or MS - for late fall (after September 15th) or early spring (before April 15th). Shall comply with the requirements of AASHTO M 208, with the exception of allowing for 5% distillate on the Residue by Distillation.

3.3.2.3.1 Vendor shall supply the WVDOT District Engineer or designee with documentation stating the aggregate and asphalt emulsion to be used, verifying that they have been tested together and are compatible, and stating that they will break and cure at temperatures below 50°F and in overnight freezes.

3.3.2.4 Contract Item 8: CQS-1hp (Diluted) – Shall comply with the requirements of AASHTO M 316.

3.3.3 Portable Storage Units (Delivery Orders): Each WVDOT District location shall issue a Delivery Order for Vendor to provide and deliver portable storage tanks or “drop” transport tank trailers to WVDOT project or storage sites as specified on the Delivery Order.

3.3.3.1 Contract Item 9: Portable Storage Unit Rental - Portable storage tanks and transport tank trailer units shall have a minimum capacity of 5,000 gallons and meet the requirements contained in Sections

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3.5 and 3.6 of these specifications. For either type of storage unit provided, Vendor shall bid one price per gallon, per County, on **Pricing Pages by Delivery, ATT A.**

3.3.3.2 Contract Item 10: Portable Storage Unit Return - The return of a portable storage unit shall be bid by Vendor as one price per storage unit, per County, on **Pricing Pages by Delivery, ATT A,** regardless of the amount of unused material remaining in a unit at the time of return.

3.3.3.3 Contract Item 11: Demurrage - Should Vendor require demurrage fees for delays by the WVDOH in the loading/ unloading of portable storage tanks or transport tank trailers to designated WVDOH project or storage sites, a two (2) hour grace period (the initial loading/unloading time) shall be included in the pricing of Contract Items 9 and 10. Vendor shall bid one price per County for each additional one-quarter (1/4) hour of loading/unloading time following the initial two (2) hour grace period.

3.4 Emergency Requests: As ordered by WVDOH District Engineer or their designee, emergency requests shall be initiated within forty-eight (48) hours from when the Delivery Order is received by the vendor, or within a time frame negotiated by WVDOH and the Vendor. The determination of emergency work will be in accordance with Section 2.7 of this Solicitation and prominently noted on Delivery Order. Designated emergency projects will be paid at 1.50 times the vendors bid price.

3.5 Testing: In accordance with MP 401.02.25, MCS&T maintains an approved list of asphalt materials and sources on their website at https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx. To maintain their approved status, these materials are routinely tested throughout the year by the Asphalt Section at MCS&T. Any asphalt material on the most recent list does not require additional testing beyond the standard requirements of MCS&T unless specifically requested by the WVDOH.

Per MP 401.02.25, when a non-approved grade of asphalt material is furnished by a supplier, the following requirements shall apply:

3.5.1 The supplier shall be required to furnish samples of each batch or lot of material, to be tested by an authorized WVDOH representative.

3.5.2 The samples shall be taken in accordance with MP 700.00.01 and tested to assess compliance with the governing specifications in a WVDOH approved laboratory.

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To review an electronic copy of this requirement, please source:
<https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>

- 3.6 Storage and Delivery Requirements:** Insulated storage tanks shall be used in the storage and/or delivery of asphalt materials unless otherwise specified on Delivery Order. All such equipment must be in good mechanical condition, equipped with standard fittings, connections, and necessary facilities for sealing. All storage tanks/transport tank trailers shall be properly cleaned by the Vendor prior to loading. Any delivered storage tanks/transport tank trailers found not to be properly equipped and/or contains contaminated material will be rejected and returned to the Vendor at the Vendor's expense.
- 3.7 Material Temperature Requirement:** Net gallons furnished shall be no less than 60°F. The Vendor shall provide certificates showing the loading temperature, number of gallons loaded at loading temperatures, number of gallons allowed for shrinkage, and net gallons at 60°F. Any delivered material not meeting these requirements will be rejected and returned to the Vendor at the Vendor's expense.
- 4. PANDEMIC-RESPONSE SAFETY PROTOCOLS:** In addition to a Vendor's established safety protocols and the WVDOH's established safety protocols outlined in the Standard Specs, as amended, the Vendor, Vendor's staff, or designee shall adhere to all WVDOH's pandemic-response protocols while present at WVDOH delivery locations. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer or designee.
- 5. CONTRACT AWARD:** This contract is intended to provide Agencies with a purchase price on all Contract Items for Delivery by Vendor and Pick-up by Agency. All qualified, responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Solicitation.
- 5.1 Determining Low Bid for Delivery (ATT A):** To determine the low bid Vendor for Delivery, the WVDOH District Engineer or designee will determine quantities needed and calculate the lowest overall total cost of all the Contract Item(s) needed per County, as F.O.B. Delivery. For Contract Item delivery, demurrage shall be awarded to the corresponding low-bid Vendor. The WVDOH reserves the right to request any one or combination of items awarded.
- 5.2 Determining Low Bid for Pick-up (ATT B):** The WVDOH District Engineer, or their designee, shall determine the low-bid Vendor for Pick-up at the time of need by calculating the Vendors pricing for all needed Contract Items plus WVDOH's

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mileage expense, from the WVDOT location to the Vendor's plant location, using the formula below.

$$\begin{array}{r} \text{Total Cost of Contract Items on Delivery Order} \\ + \quad \text{Mileage to Vendors Pick Up Location} \times \$ 4.0930 \text{ WVDOT fuel expense} \\ \hline \text{Total used for low-bid Pick-up Vendor determination} \end{array}$$

In-state mileage will be determined by the WVDOT by utilizing the WVDOT Straight Line Diagrams from the WVDOT location of need to the Vendors Pick Up Location. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOT office and the WVDOT Central Office. Out-of-state mileage will be determined by the WVDOT utilizing "Google Maps" or a similar source for routing to the WV State line at which time the Straight-Line Diagrams will be sourced.

The WVDOT reserves the right to request any one or combination of items awarded.

5.3 Pricing Pages (ATT A and ATT B): Vendor shall NOT add, delete, or modify spreadsheet column and row headers or Contract Item descriptions on **Pricing Pages by Delivery, ATT A.** and **Pricing Pages by Pick-up, ATT B.** Making any such changes to the format or failure to complete ATT A and ATT B in their entirety may result in the disqualification of Vendor's bid. Vendor should type or electronically enter the information into the ATT A and ATT B spreadsheets to prevent errors in the evaluation. In most cases, Vendor can request an electronic copy for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

5.3.1 Pricing Pages by Delivery (ATT A): Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. There is no price escalation clause.

5.3.1.1 ATT A contains a list of Contract Items with estimated purchase volumes as an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

5.3.2 Pricing Pages by Pick-up (ATT B): Vendor shall complete ATT B by identifying its plant locations and providing a price for any or all grades of asphalt emulsion materials available for pick-up by the WVDOT.

5.3.2.1 Estimated quantities are not available and there is no guarantee that any one Contract Item on ATT B will be purchased throughout the life of this Contract. There is no price escalation clause.

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5.3.2.2 Bid evaluation will be based on the bid prices submitted on the **Pricing Pages by Delivery, ATT A** and **Pricing Pages by Pick-up, ATT B**. Vendor's entries of bid prices or other notations made in the wvOASIS commodity lines/descriptions will not be considered for bid evaluation or award.

5.4 Contract Award Transition: Upon award of this contract, the WVDOT Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOT. Upon the announced effective date of use, any Delivery Order issued prior to the award of the contract shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts and Vendors notice, any Delivery Order that has not been completely filled by the Vendors shall NOT be completed, and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Orders from prior contracts should be held open by the Districts or Vendors longer than ten (10) working days after the effective date of use is announced for the new contract.

5.5 Cooperative Contracting: The purchase prices on all Contract Items on this contract, available for the WVDOT, shall be adoptable for other public agencies up on their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, e-mail address, locations and ordering/billing/ payment addresses with WVDOT and in wvOASIS. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

6.1.1 Delivery Order: WVDOT will initiate the Delivery Order on a WV-39 Release Order form generated by a WVDOT District Engineer or designee to include Contract Items needed, the delivery location, and the due date, which shall become the agreed upon delivery or pick-up date.

6.1.1.1 The WVDOT will place orders for no less than 3,000 gallons per Delivery Order, regardless of whether the order is for Vendor

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Delivery or Agency Pick-up. The Agency should consider a lead time on their Delivery Order that is reasonable for the Vendor to comply with. Emergency requests shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. **Any verbal communications to initiate or make modifications to an order from this contract are not acceptable as a Delivery Order.**

- 6.2 Payment:** Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOT's discretion.

7. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 7.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOT Delivery Order, the Vendor shall advise the WVDOT in writing within three (3) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, Vendor must provide written acknowledgement of any Delivery Orders and any Revisions/Modifications thereto sent by WVDOT. Failure to provide the WVDOT with written acknowledgement of any Delivery Orders/Revisions within five days of the Delivery Order being sent shall be considered refusal of the Delivery Order. In the event of refusal, the WVDOT at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.
- 7.2 Delivery Time:** Vendor shall deliver standard orders within five (5) working days. Vendor shall deliver emergency orders per Section 2.7 and 3.4 of this Solicitation. Vendor shall deliver all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 7.3 Late Delivery:** If a Delivery Order will be delayed for any reason, Agencies placing an order under this Contract must be notified in writing no later than three (3) days after Vendor's acceptance of the Delivery Order. At the Agency's discretion, any delivery delay or failure that could cause harm to an agency will be grounds for

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cancellation of the Delivery Order and the Agency may seek to obtain items from the next low bid Vendor or proceed with an Emergency Purchase from the open market.

Any Agency seeking to obtain items from the open market under this provision must first obtain the approval of the Purchasing Division.

7.3.1 Late Delivery Fee: The WVDOT reserves the right to charge a late delivery fee to the Vendor when a specified delivery time is not met. After an initial two (2) hour grace period, the late delivery fee will be calculated at the rate of \$100.00 for each one-quarter (1/4) hour of late delivery, not to exceed the daily charges identified in the Schedule of Liquidated Damages shown in Section 7.3.2.

7.3.2 Liquidated Damages: If the vendor's delivery of goods/services or corrections thereto exceeds the Delivery Order completion due date/timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOT in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOT shall calculate Liquidated Damages applied by the WVDOT in the form of an off-set reduction to the total amount for the Vendor's final invoice. The WVDOT shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOT's specified Delivery Order due date, in accordance with this Section, the contract's Terms and Conditions, and the Standard Specs Section 108.7, as amended:

**Table 108.7.1
Schedule of Liquidated Damages**

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
\$0	\$500,000	\$300
\$500,000	\$2,000,000	\$600
\$2,000,000	\$10,000,000	\$1,500
\$10,000,000	\$25,000,000	\$3,000
\$25,000,000		\$4,000

7.4 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

7.5 Return of Unacceptable Items: The decision of the WVDOT District Engineer or designee regarding materials, quality, etc., shall be final per Standard Specs Section

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105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall arrange for the return according to WVDOH instruction or within five (5) days of being notified that items are unacceptable. Vendor may also permit the Agency to arrange for the return and reimburse the Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. At the Agency's discretion, the returned product shall either be replaced or, the Agency shall receive a full credit or refund for the purchase price.

8. VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract:

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default:

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

9.2 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.

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- 9.3 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.
- 9.4 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: DARREN CHEESEMAN SALES REP.

Telephone Number: 740-374-5100

Fax Number: NONE

Email Address: darren.cheeseman@asphalt-materials.com

Vendor shall inform the agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).

PRODUCER AssuredPartners of Indiana, LLC 10401 N. Meridian #300 Indianapolis, IN 46290	1-317-844-7759	CONTACT NAME: Libby Sykes PHONE (A/C, No, Ext): 317-595-7369 E-MAIL ADDRESS: libby.sykes@assuredpartners.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: ZURICH AMER INS CO INSURER B: XL INS AMER INC INSURER C: WESTCHESTER FIRE INS CO INSURER D: INSURER E: INSURER F:	NAIC # 16535 24554 10030
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COVERAGES

CERTIFICATE NUMBER: 66154678

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 CERTIFICATION 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	GLO-3403161-02	06/01/22	06/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP-3403162-02	06/01/22	06/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0		US00065355LI22A	06/01/22	06/01/23	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC929886322	08/01/22	08/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	EXCESS UMBRELLA		G71809213003	06/01/22	06/01/23	OCC/AGG 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of WV And Any Other Contractually Required Entities Are Additional Insureds On A Primary Non-Contributory Basis For General Liability 30 Day Notice of Cancellation Applies.

CERTIFICATE HOLDER**CANCELLATION**

State of WV 1900 Kanawha Blvd E Bldg 5 Charleston, WV 25305 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
07/18/2022

NAME OF INSURED: Asphalt Materials, Inc Its Affiliates and Subsidiaries



ZURICH[®]

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO-3403161-02

Effective Date: 06-01-2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Solely with respect to this Paragraph (b), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury", "property damage" or a "personal and advertising injury" offense which occurs during the policy period and after the end of that minimum time period.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of:

(a) Your ongoing operations, with respect to Paragraph 2.a. above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Solely with respect to this Paragraph (ii), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury", "property damage" or a "personal and advertising injury" offense which occurs during the policy period and after the end of that minimum time period.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Solely with respect to this Paragraph (4), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury" or "property damage" which occurs during the policy period and after the end of that minimum time period.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance Condition** of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO-3403161-02	06/01/2022	06/01/2023		18944000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

**ZURICH®**

Coverage Extension Endorsement – Liability Only

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP-3403162-02	06/01/2022	06/01/2023	06/01/2022		Incl.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less.

I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

J. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

IN THE EVENT OF ANY PAYMENT UNDER THIS POLICY, THE COMPANY AGREES TO WAIVE ITS RIGHTS UNDER THE SUBROGATION CONDITION OF THIS POLICY AGAINST ANY CONTRACT OR AGREEMENT WITH THE NAMED INSURED. THE WAIVER SHALL APPLY ONLY TO THE EXTENT REQUIRED OF THE INSURED BY A WRITTEN CONTRACT EXECUTED BEFORE LOSS. THE WAIVER SHALL NOT OPERATE TO BENEFIT, EITHER DIRECTLY OR INDIRECTLY, ANY OTHER PERSON OR ORGANIZATION.

LIQUID ASPHALT MATERIAL/EMULSIONS

Attachment B: Pricing Pages by Pick-up

Vendor shall complete ATT B by identifying its plant locations (physical 911 address) and providing a price any and all grades of asphalt emulsion materials available for WVDOH Agency pick-up. Estimated quantities are not available and there is no guarantee that any one Contract Item will be purchased throughout the life of this Contract. Pricing for pick-up shall be considered the same for all plant locations.

If additional space is needed, please duplicate this page to list additional plant locations. **Bids submitted without ATT B will be disqualified from Agency Pick-up.**

Vendor Name: Asphalt Materials, Inc.

	Contract Item	Price per Gallon
	<i>Anionic Liquid Asphaltic Emulsions</i>	
	HFMS-2	
Contract Item 1	a) 3000-4000 gallons	2.45
	b) 4001-5000 gallons	2.45
	c) 5001 gallons or greater	2.45
	RS-2	
Contract Item 2	a) 3000-4000 gallons	2.45
	b) 4001-5000 gallons	2.45
	c) 5001 gallons or greater	2.45
	Polymer Modified RS-2P	
Contract Item 3	a) 3000-4000 gallons	2.80
	b) 4001-5000 gallons	2.80
	c) 5001 gallons or greater	2.80
	SS-1H (Diluted)	
Contract Item 4	a) 3000-4000 gallons	2.40
	b) 4001-5000 gallons	2.40
	c) 5001 gallons or greater	2.40
	<i>Cationic Liquid Asphaltic Emulsions</i>	
	Polymer Modified CRS-2P	
Contract Item 5	a) 3000-4000 gallons	2.80
	b) 4001-5000 gallons	2.80
	c) 5001 gallons or greater	2.80
	AEP, E1-Prime, IE-1, or equivalent	
Contract Item 6	a) 3000-4000 gallons	4.00
	b) 4001-5000 gallons	4.00
	c) 5001 gallons or greater	4.00
	Winter Grade RS or MS	
Contract Item 7	a) 3000-4000 gallons	2.65
	b) 4001-5000 gallons	2.65
	c) 5001 gallons or greater	2.65
	CQS-1hp (Diluted)	
Contract Item 8	a) 3000-4000 gallons	
	b) 4001-5000 gallons	
	c) 5001 gallons or greater	

Plant Locations
Location 1
Asphalt Materials, Inc.
13925 State Route 7
Marietta, Ohio 45750
(740) 374-5100
Location 2
Asphalt Materials, Inc.
3737 Fisher Road
Columbus, Ohio 43228
(614) 274-6767
Location 3
S&S Terminal
1731 Old State Route 7
Rayland, Ohio 43943
(740) 859-2131
Location 4
Location 5
Location 6

LIQUID ASPHALT MATERIAL / EMULSIONS

Attachment A: Pricing Pages by Delivery

Vendor Name: Asphalt Materials Inc.

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 1 Counties	Boone County		Clay County		Kanawha County		Mason County		Putnam County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions											
Contract Item 1 Price per gallon	HFMS-2	15,000		15,000		15,000		15,000		15,000	
	a) 3000-4000 gallons		2.81		2.78		2.77		2.74		2.77
	b) 4001-5000 gallons		2.71		2.68		2.67		2.64		2.67
	c) 5001 gallons or greater		2.66		2.63		2.62		2.59		2.62
Contract Item 2 Price per gallon	RS-2	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater		2.66		2.63		2.62		2.59		2.62
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater		3.01		2.98		2.97		2.94		2.97
Contract Item 4 Price per gallon	SS-1H (Diluted)	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater		2.61		2.58		2.57		2.54		2.57
Cationic Liquid Asphaltic Emulsions											
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater		3.01		2.98		2.97		2.94		2.97
Contract Item 6 Price per gallon	AEP, E1-Prime, IE-1, or equivalent	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater		4.21		4.18		4.17		4.14		4.17
Contract Item 7 Price per gallon	Winter Grade RS or MS	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater		2.86		2.83		2.82		2.79		2.82
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Portable Storage Units											
Contract Item 9 Price per gallon	Portable Storage Unit Rental										
Contract Item 10 Price per unit	Portable Storage Unit Return										
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period		35.00		35.00		35.00		35.00		35.00

LIQUID ASPHALT MATERIAL / EMULSIONS
Attachment A: Pricing Pages by Delivery

Vendor Name: Asphalt Materials, Inc.

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 2 Counties	Cabell County		Lincoln County		Logan County		Mingo County		Wayne County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions											
Contract Item 1 Price per gallon	HFMS-2	6,000		6,000		6,000		6,000		6,000	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 2 Price per gallon	RS-2	15,000		15,000		15,000		15,000		15,000	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 4 Price per gallon	SS-1H (Diluted)	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Cationic Liquid Asphaltic Emulsions											
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 6 Price per gallon	AEP, E1-Prime, IE-1, or equivalent	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 7 Price per gallon	Winter Grade RS or MS	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Portable Storage Units											
Contract Item 9 Price per gallon	Portable Storage Unit Rental										
Contract Item 10 Price per unit	Portable Storage Unit Return										
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period										

LIQUID ASPHALT MATERIAL / EMULSIONS

Attachment A: Pricing Pages by Delivery

Vendor Name: Asphalt Materials Inc.

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 3 Counties	Calhoun County		Jackson County		Pleasants County		Richie County		Roane County		Wirt County		Wood County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions															
Contract Item 1 Price per gallon	HFMS-2	10,000		40,000		10,000		10,000		30,000		20,000		30,000	
	a) 3000-4000 gallons		2.74		2.72		2.72		2.72		2.73		2.72		2.72
	b) 4001-5000 gallons		2.64		2.62		2.62		2.62		2.63		2.62		2.62
	c) 5001 gallons or greater		2.59		2.57		2.57		2.57		2.58		2.57		2.57
Contract Item 2 Price per gallon	RS-2	50,000		30,000		10,000		10,000		30,000		30,000		30,000	
	a) 3000-4000 gallons		2.74		2.72		2.72		2.72		2.73		2.72		2.72
	b) 4001-5000 gallons		2.64		2.62		2.62		2.62		2.63		2.62		2.62
	c) 5001 gallons or greater		2.59		2.57		2.57		2.57		2.58		2.57		2.57
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0		0		0		0	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater		2.94		2.92		2.92		2.92		2.93		2.92		2.92
Contract Item 4 Price per gallon	SS-1H (Diluted)	5,000		5,000		15,000		15,000		5,000		5,000		15,000	
	a) 3000-4000 gallons		2.69		2.67		2.67		2.67		2.68		2.67		2.67
	b) 4001-5000 gallons		2.59		2.57		2.57		2.57		2.58		2.57		2.57
	c) 5001 gallons or greater		2.54		2.52		2.52		2.52		2.53		2.52		2.52
Cationic Liquid Asphaltic Emulsions															
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	0		0		0		0		0		0		0	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater		2.94		2.92		2.92		2.92		2.93		2.92		2.92
Contract Item 6 Price per gallon	AEP, E1-Prime, IE-1, or equivalent	10,000		10,000		10,000		10,000		10,000		10,000		10,000	
	a) 3000-4000 gallons		4.29		4.27		4.27		4.27		4.28		4.27		4.27
	b) 4001-5000 gallons		4.19		4.17		4.17		4.17		4.18		4.17		4.17
	c) 5001 gallons or greater		4.14		4.12		4.12		4.12		4.13		4.12		4.12
Contract Item 7 Price per gallon	Winter Grade RS or MS														
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater		2.79		2.77		2.77		2.77		2.78		2.77		2.77
Contract Item 8 Price per gallon	CQS-1hp (Diluted)														
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Portable Storage Units															
Contract Item 9 Price per gallon	Portable Storage Unit Rental														
Contract Item 10 Price per unit	Portable Storage Unit Return														
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period		35.00		35.00		35.00		35.00		35.00		35.00		35.00

LIQUID ASPHALT MATERIAL / EMULSIONS

Attachment A: Pricing Pages by Delivery

Vendor Name: Asphalt Materials Inc.

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 4 Counties	Doddridge County		Harrison County		Marion County		Monongalia County		Preston County		Taylor County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions													
Contract Item 1 Price per gallon	HFMS-2	5,000		5,000		5,000		5,000		5,000		5,000	
	a) 3000-4000 gallons		2.75		2.76		2.77		2.81		2.82		2.77
	b) 4001-5000 gallons		2.65		2.66		2.67		2.71		2.72		2.67
	c) 5001 gallons or greater		2.60		2.61		2.62		2.66		2.67		2.62
Contract Item 2 Price per gallon	RS-2	50,000		75,000		75,000		75,000		75,000		50,000	
	a) 3000-4000 gallons		2.75		2.76		2.77		2.81		2.82		2.77
	b) 4001-5000 gallons		2.65		2.66		2.67		2.71		2.72		2.67
	c) 5001 gallons or greater		2.60		2.61		2.62		2.66		2.67		2.62
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater		2.95		2.96		2.97		3.01		3.02		2.97
Contract Item 4 Price per gallon	SS-1H (Diluted)	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater		2.55		2.56		2.57		2.61		2.62		2.57
Cationic Liquid Asphaltic Emulsions													
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater		2.95		2.96		2.97		3.01		3.02		2.97
Contract Item 6 Price per gallon	AEP, E1-Prime, IE-1, or equivalent	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater		4.15		4.16		4.17		4.21		4.22		4.17
Contract Item 7 Price per gallon	Winter Grade RS or MS	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater		2.80		2.81		2.82		2.86		2.87		2.82
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Portable Storage Units													
Contract Item 9 Price per gallon	Portable Storage Unit Rental												
Contract Item 10 Price per unit	Portable Storage Unit Return												
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period		35.00		35.00		35.00		35.00		35.00		35.00

LIQUID ASPHALT MATERIAL / EMULSIONS
Attachment A: Pricing Pages by Delivery

Vendor Name: Asphalt Materials Inc.

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 5 Counties	Berkeley County		Grant County		Hampshire County		Hardy County		Jefferson County		Mineral County		Morgan County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions															
Contract Item 1 Price per gallon	HFMS-2	0		0		0		0		0		0		0	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Contract Item 2 Price per gallon	RS-2	0		0		0		0		0		0		0	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0		0		0		0	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Contract Item 4 Price per gallon	SS-1H (Diluted)	0		0		0		0		0		0		0	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Cationic Liquid Asphaltic Emulsions															
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	60,000		60,000		60,000		60,000		60,000		60,000		60,000	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Contract Item 6 Price per gallon	AEP, E1-Prime, IE-1, or equivalent	0		0		0		0		0		0		0	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Contract Item 7 Price per gallon	Winter Grade RS or MS	3,000		3,000		3,000		3,000		3,000		3,000		3,000	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	10,000		10,000		10,000		10,000		10,000		10,000		10,000	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Portable Storage Units															
Contract Item 9 Price per gallon	Portable Storage Unit Rental														
Contract Item 10 Price per unit	Portable Storage Unit Return														
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period														

LIQUID ASPHALT MATERIAL / EMULSIONS

Attachment A: Pricing Pages by Delivery

Vendor Name: Asphalt Materials Inc.

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 6 Counties	Brooke County		Hancock County		Marshall County		Ohio County		Tyler County		Wetzel County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions													
	HFMS-2	15,000		15,000		20,000		15,000		15,000		30,000	
Contract Item 1 Price per gallon	a) 3000-4000 gallons		2.78		2.80		2.77		2.77		2.72		2.72
	b) 4001-5000 gallons		2.68		2.70		2.67		2.67		2.62		2.62
	c) 5001 gallons or greater		2.63		2.65		2.62		2.62		2.57		2.57
RS-2		0		0		0		0		0		0	
Contract Item 2 Price per gallon	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater		2.63		2.65		2.62		2.62		2.57		2.57
Polymer Modified RS-2P		0		0		0		0		0		0	
Contract Item 3 Price per gallon	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater		2.98		3.00		2.97		2.97		2.92		2.92
SS-1H (Diluted)		3,000		3,000		3,000		3,000		3,000		3,000	
Contract Item 4 Price per gallon	a) 3000-4000 gallons		2.73		2.75		2.72						
	b) 4001-5000 gallons		2.63		2.65		2.62						
	c) 5001 gallons or greater		2.58		2.60		2.57		2.57		2.52		2.52
Cationic Liquid Asphaltic Emulsions													
	Polymer Modified CRS-2P	0		0		0		0		0		0	
Contract Item 5 Price per gallon	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater		2.98		3.00		2.97		2.97		2.92		2.92
Contract Item 6 Price per gallon	AEP, E1-Prime, IE-1, or equivalent	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
c) 5001 gallons or greater		4.18		4.20		4.17		4.17		4.12		4.12	
Winter Grade RS or MS		0		0		0		0		0		0	
Contract Item 7 Price per gallon	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater		2.83		2.85		2.82		2.82		2.77		2.77
CQS-1hp (Diluted)		0		0		0		0		0		0	
Contract Item 8 Price per gallon	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Portable Storage Units													
Contract Item 9 Price per gallon	Portable Storage Unit Rental												
Contract Item 10 Price per unit	Portable Storage Unit Return												
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period		35.00		35.00		35.00		35.00		35.00		35.00

LIQUID ASPHALT MATERIAL / EMULSIONS
Attachment A: Pricing Pages by Delivery

Vendor Name: Asphalt Materials Inc.

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 7 Counties	Barbour County		Braxton County		Gilmer County		Lewis County		Upshur County		Webster County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions													
Contract Item 1 Price per gallon	HFMS-2	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater		2.67		2.65		2.65		2.62		2.62		2.71
Contract Item 2 Price per gallon	RS-2	5,000		5,000		5,000		5,000		5,000		5,000	
	a) 3000-4000 gallons		2.82		2.80		2.80		2.87		2.87		2.86
	b) 4001-5000 gallons		2.72		2.70		2.70		2.67		2.67		2.76
	c) 5001 gallons or greater		2.67		2.65		2.65		2.62		2.62		2.71
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater		3.02		3.00		3.00		2.97		2.97		3.06
Contract Item 4 Price per gallon	SS-1H (Diluted)	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater		2.62		2.60		2.60		2.57		2.57		2.66
Cationic Liquid Asphaltic Emulsions													
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater		3.02		3.00		3.00		2.97		2.97		3.06
Contract Item 6 Price per gallon	AEP, E1-Prime, IE-1, or equivalent	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater		4.22		4.20		4.20		4.17		4.17		4.26
Contract Item 7 Price per gallon	Winter Grade RS or MS	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater		2.87		2.85		2.85		2.82		2.82		2.91
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Portable Storage Units													
Contract Item 9 Price per gallon	Portable Storage Unit Rental												
Contract Item 10 Price per unit	Portable Storage Unit Return												
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period		35.00		35.00		35.00		35.00		35.00		35.00

LIQUID ASPHALT MATERIAL / EMULSIONS

Attachment A: Pricing Pages by Delivery

Vendor Name: Asphalt Materials Inc.

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 8 Counties	Pendleton County		Pocahontas County		Randolph County		Tucker County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions									
Contract Item 1 Price per gallon	HFMS-2	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Contract Item 2 Price per gallon	RS-2	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Contract Item 4 Price per gallon	SS-1H (Diluted)	0		2,000		2,000		5,500	
	a) 3000-4000 gallons		2.85		2.85		2.79		2.79
	b) 4001-5000 gallons		2.75		2.75		2.69		2.69
	c) 5001 gallons or greater		2.72		2.72		2.64		2.64
Cationic Liquid Asphaltic Emulsions									
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	75,000		0		0		0	
	a) 3000-4000 gallons		3.27		3.27		3.19		3.19
	b) 4001-5000 gallons		3.17		3.17		3.09		3.09
	c) 5001 gallons or greater		3.12		3.12		3.04		3.04
Contract Item 6 Price per gallon	AEP, E1-Prime, IE-1, or equivalent	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater		4.32		4.32		4.24		4.24
Contract Item 7 Price per gallon	Winter Grade RS or MS	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater		2.97		2.97		2.89		2.89
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Portable Storage Units									
Contract Item 9 Price per gallon	Portable Storage Unit Rental								
Contract Item 10 Price per unit	Portable Storage Unit Return								
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period		35.00		35.00		35.00		35.00

LIQUID ASPHALT MATERIAL / EMULSIONS

Attachment A: Pricing Pages by Delivery

Vendor Name: Asphalt Materials Inc

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 9 Counties	Fayette County	Greenbrier County	Monroe County	Nicholas County	Summers County					
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions											
Contract Item 1 Price per gallon	HFMS-2	0		0		0		0		10,000	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 2 Price per gallon	RS-2	25,000		25,000		25,000		10,000		10,000	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 3 Price per gallon	Polymer Modified RS-2P	25,000		60,000		25,000		10,000		0	
	a) 3000-4000 gallons		3.19		3.27		3.29		3.19		3.24
	b) 4001-5000 gallons		3.09		3.17		3.19		3.09		3.14
	c) 5001 gallons or greater		3.04		3.12		3.14		3.04		3.09
Contract Item 4 Price per gallon	SS-1H (Diluted)	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater		2.64		2.72		2.74		2.64		2.69
Cationic Liquid Asphaltic Emulsions											
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater		3.04		3.12		3.14		3.04		3.09
Contract Item 6 Price per gallon	AEP, E1-Prime, IE-1, or equivalent	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater		4.24		4.32		4.34		4.24		4.29
Contract Item 7 Price per gallon	Winter Grade RS or MS	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater		2.89		2.97		2.99		2.89		2.94
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Portable Storage Units											
Contract Item 9 Price per gallon	Portable Storage Unit Rental		0.02		0.02		0.02		0.02		0.02
Contract Item 10 Price per unit	Portable Storage Unit Return		2,400.00		3,200.00		3,400.00		2,400.00		2,900.00
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period		35.00		35.00		35.00		35.00		35.00

LIQUID ASPHALT MATERIAL / EMULSIONS

Attachment A: Pricing Pages by Delivery

Vendor Name: Asphalt Materials Inc

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

		District 10 Counties		McDowell County		Mercer County		Raleigh County		Wyoming County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions											
Contract Item 1 Price per gallon	HFMS-2	30,000		30,000		30,000		30,000		30,000	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 2 Price per gallon	RS-2	50,000		50,000		50,000		50,000		50,000	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 4 Price per gallon	SS-1H (Diluted)	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Cationic Liquid Asphaltic Emulsions											
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 6 Price per gallon	AEP, E1-Prime, IE-1, or equivalent	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 7 Price per gallon	Winter Grade RS or MS	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Portable Storage Units											
Contract Item 9 Price per gallon	Portable Storage Unit Rental										
Contract Item 10 Price per unit	Portable Storage Unit Return										
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period										