

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W. Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER
6610C018

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

*709052626 304-647-4296
GREENBRIER EXCAVATING & PAVING
PO BOX 277
RONCEVERTE WV 24970

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/07/2010	NET 30	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: 04/07/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUD THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM, EST) ON FRIDAY, 03/09/10 SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON ST. EAST CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE</p>						

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE 304-647-4296	DATE 4/21/2010
TITLE VP	FEIN 55-0635695	ADDRESS CHANGES TO BE NOTED ABOVE			

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BID OPENING DATE:

04/07/2010

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
AGENCY AS A CONDITION OF AWARD.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	W. Q. AUSTIN	TELEPHONE	304-647-4296	DATE	4/21/2010
TITLE	VP	FEIN	55-0635695	ADDRESS CHANGES TO BE NOTED ABOVE	

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BID OPENING DATE: 04/07/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE 		TELEPHONE 304-647-4296		DATE 4/21/2010		
TITLE VP		FEIN 55-0635695		ADDRESS CHANGES TO BE NOTED ABOVE		

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VENDOR

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SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 10						
				REQUISITION NO.: 6610C018		
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 ✓.....						
NO. 2 ✓.....						
NO. 3 ✓.....						
NO. 4 ✓.....						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
.....						

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	304-647-4296	4/21/2010
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ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN
304-558-2402

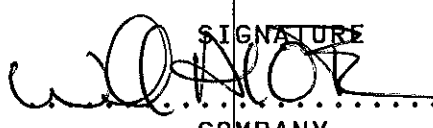
*709052626 304-647-4296
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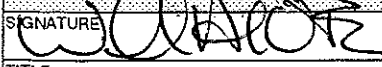
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SIGNATURE  COMPANY Greenbrier Excavating & Paving, Inc. DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR VARIOUS COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING</p>						

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SIGNATURE 	TELEPHONE 304-647-4296	DATE 4/21/2010
TITLE VP	FEIN 55-0635695	ADDRESS CHANGES TO BE NOTED ABOVE

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SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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03/07/2010	NET 30	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE:

04/07/2010

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
WAGE RATES APPLY TO THIS PROJECT).						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:						
(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-647-4296	4/21/2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP	55-0635696	

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MICHAEL AUSTIN 304-558-2402

V E N D O R	*709052626 304-647-4296
	GREENBRIER EXCAVATING & PAVING
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S H I P T O	DIVISION OF HIGHWAYS
	VARIOUS LOCALES AS INDICATED
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03/07/2010	NET 30	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: 04/07/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				33		
RFQ. NO.:				6610C018		
BID OPENING DATE:				April 21, 2010		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-645-4610		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Alan O'Brien		
***** THIS IS THE END OF RFQ 6610C018 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
	304-647-4296	4/21/2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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04/07/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
DATE AND TIME CHANGED FOR WRITTEN QUESTIONS ACCEPTED:						
FROM: 03-09-10 @5:00 P.M.						
TO: 03/15/10 @5:00 P.M.						
BID OPENING DATE AND TIME REMAINS 04/07/10 @1:30 P.M.						
NO OTHER CHANGES.						
0001	1	TN		745-07		
HOT MIX ASPHALT						
***** THIS IS THE END OF RFQ 6610C018 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

304-647-4296

DATE

4/21/2010

TITLE

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FEIN

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*709052626 304-647-4296
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RONCEVERTE WV 24970

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/18/2010	NET 30	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: 04/21/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
SEE ATTACHED						
BID OPENING DATE AND TIME CHANGED						
FROM: 04/07/10 @ 1:30 P.M.						
TO: 04/21/10 @ 1:30 P.M.						
NO OTHER CHANGES						
0001	1	TN		745-07		
HOT MIX ASPHALT						
***** THIS IS THE END OF RFQ 6610C018 ***** TOTAL:						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
PREVIOUS SPECIFICATIONS CANCELLED IN ITS ENTIRETY, REPLACED WITH THE ATTACHED REVISED SPECIFICATIONS.						
BID OPENING DATE AND TIME REMAINS 04/21/10 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	TN		745-07		
HOT MIX ASPHALT						
***** THIS IS THE END OF RFQ 6610C018 ***** TOTAL:						

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TELEPHONE

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FEIN 55-0635695

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4/21/2010

ADDRESS CHANGES TO BE NOTED ABOVE

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

Replace Section 6.8 HMA Base 1 Shoulder Paving on page 7 with the following:

Item "I" is a surcharge for work performed to pave road shoulders. Work shall consist of installing and compacting Base 1 HMA to the elevation of the existing pavement in the shoulder that is being paved.

HMA will be paid for with item "A". Hauling of HMA will be paid for with Item "V". Laydown will be paid for with item "W". Excavation will be paid for with item "S".

Replace Section 6.8 HMA Base 2 Shoulder Paving on page 7 with the following:

Item "U" is a surcharge for work performed to pave road shoulders. Work shall consist of installing and compacting Base 2 HMA to the elevation of the existing pavement in the shoulder that is being paved.

HMA will be paid for with item "C". Hauling of HMA will be paid for with item "V". Laydown will be paid for with item "W". Excavation will be paid for with item "S".

Replace Section 6.9 Pavement Repair on page 7 with the following:

Work shall consist of squaring up the repair area, removing damaged material to a depth directed by the engineer, hauling and disposing of the existing pavement, tacking of existing surfaces and placing and compacting Base 2 HMA in lifts not exceeding 2" to the level of the existing pavement. The cost of squaring, removing, hauling and disposing of the existing pavement, supplying, tacking, placing and compacting the Base 2 HMA shall be included in the bid price for "Pavement Repair". There will be no price adjustment to the asphalt used for item "AM" Pavement Repair.

District Eight

Bid Schedule

- Item A - Hot-Mix Asphalt Section 401
Base I
F.O.B. Vendor Plant @\$ 51.05 per ton
Per ton
- Item B - Hot-Mix Asphalt Section 401
37.5mm Superpave
F.O.B. Vendor's Plant @\$ No Bid per ton
Per ton
- Item C - Hot-Mix Asphalt Section 401
Base II
F.O.B. Vendor's Plant @\$ 52.03 per ton
Per ton
- Item D - Hot-Mix Asphalt Section 401
Patch & Level
F.O.B. Vendor's Plant @\$ 52.03 per ton
Per ton
- Item E - Hot-Mix Asphalt Section 401
Wearing IV
F.O.B. Vendor's Plant @\$ 52.03 per ton
Per ton
- Item F - Hot-Mix Asphalt Section 402
Wearing IV
F.O.B. Vendor's Plant @\$ No Bid per ton
Per ton
- Item G - Hot-Mix Asphalt Section 401
19mm Superpave
F.O.B. Vendor's Plant @\$ No Bid per ton
Per ton

Bid Schedule Continued

Item H - Hot-Mix Asphalt Section 401
Scratch Course
F.O.B. Vendor's Plant @ \$ 54.90 per ton
Per ton

Item I - Hot-Mix Asphalt Section 402
9.5mm Superpave
F.O.B. Vendor's Plant @ \$ No Bid per ton
Per ton

Item J - Hot-Mix Asphalt Section 401
Wearing I
F.O.B. Vendor's Plant @ \$ 54.90 per ton
Per ton

Item K - Hot-Mix Asphalt Section 402
Wearing I
F.O.B. Vendor's Plant @ \$ 64.88 per ton
Per ton

Item L - Hot-Mix Asphalt Section 401
4.75mm Superpave
F.O.B. Vendor's Plant @ \$ No Bid per ton
Per ton

Item M - Hot-Mix Asphalt Section 402
4.75mm Superpave
F.O.B. Vendor's Plant @ \$ No Bid per ton
Per ton

Item N - Hot-Mix Asphalt Section 401
Wearing III
F.O.B. Vendor's Plant @ \$ No Bid per ton
Per ton

Item O - Hot-Mix Asphalt Section 402
Wearing III
F.O.B. Vendor's Plant @ \$ No Bid per ton
Per ton

Item P - Hot-Mix Asphalt
Plant Run
F.O.B. Vendor's Plant @ \$ 54.90 per ton
Per ton

Bid Schedule Continued

Item Q - Surcharge for PG70-22 Binder @ \$ NO Bid per ton

Item R - Surcharge for PG76-22 Binder @ \$ NO Bid per ton

(Item R will be ordered in 400 ton increments)

Item S - Excavation for Shoulder Paving
 0 to 1000 SY @ \$ 15.75 per sq. yd.
 1001 to 2000 SY @ \$ 10.50 per sq. yd.
 2001 to 3000 SY @ \$ 6.10 per sq. yd.
 3001 and greater SY @ \$ 6.00 per sq. yd.

Item T - HMA Base 1 Shoulder Paving
 0 to 100 tons @ \$ 20.00 per ton
 101 to 200 tons @ \$ 19.00 per ton
 201 to 500 tons @ \$ 18.00 per ton
 501 and greater tons @ \$ 17.50 per ton

Item U - HMA Base 2 Shoulder Paving
 0 to 100 @ \$ 20.00 per ton
 101 to 200 @ \$ 19.00 per ton
 201 to 500 @ \$ 18.00 per ton
 501 and above @ \$ 17.50 per ton

Item V - Haul by Vendor
 @ \$ 1.45 for first ton mile and
 @ \$.17 for each additional mile

Item W - Lay Down of Materials
 Items A thru O, Each Site
 0 to 100 tons @ \$ 60.00 per ton
 101 to 200 tons @ \$ 20.00 per ton
 201 to 500 tons @ \$ 10.00 per ton
 501 and up @ \$ 8.75 per ton

Item X - Cleaning & Sweeping
 @ \$.01 per sq. yd.

Item Y - Bituminous Material for Tack Coat
 Or Prime
 All Types @ \$ 1.90 per gallon

Material furnished and applied under Item Y to be in accordance with Section 408 of the referenced specifications, as directed by the Engineer.

Item Z - Daytime Paving Mobilization - A Mobilization for Paving Charge of \$ 700.00 may be made when the purchase order quantity per paving location is less than 500 tons of Hot-Mix Asphalt and nighttime paving is not specified.

Item AA - Nighttime Paving Mobilization - A Mobilization for Paving Charge of \$2000.00 may be made when the Engineer directs that the paving is to be done at night.

Item AB - Off Season Plant Opening
 @\$3000.00 for first day
 @\$550.00 for each additional day

Item AC - Additional Heel-In Joints
 @\$12.00 per lineal foot

Item AD - Skip Paving Surcharge
 @\$ 4.50 per ton

Item AE - Mobilization for Profiling
 @\$2500.00 per SCO

Item AF - Pavement Profiling (Milling), square yards per SCO
 Less than 250 \$25.00 per sq. yd.
 250 less than 500 \$ 15.75 per sq. yd.
 500 less than 1000 \$ 10.50 per sq. yd.
 1000 less than 2500 @\$ 6.10 per sq. yd.
 2500 less than 5000 @\$ 3.00 per sq. yd.
 5000 and greater @\$ 2.25 per sq. yd.

Item AG - Pilot Truck and Driver
 @\$800.00 per day

Item AH - Traffic Control Devices
 @\$.90 per Unit

Item AI - Flagger
 @\$56.00 per Hour

Item AJ - Arrow Board
 @\$50.00 per Day

Item AK - Milled Rumble Strips \$3.50 per LF

Item AL - Mobilization for milled rumble strips
 @\$1500.00 per SCO

Item AM - Pavement Repair
 \$275.00 per Ton of HMA Base 2

Item AN - Surcharge for Warm-Mix Asphalt
 \$ No Bid per Ton

For Items A-O

Vendor's Plant Location
 Lewisburg, WV

District Nine

Bid Schedule

- Item A - Hot-Mix Asphalt Section 401
Base I
F.O.B. Vendor Plant @\$ 51.05 per ton
Per ton
- Item B - Hot-Mix Asphalt Section 401
37.5mm Superpave
F.O.B. Vendor's Plant @\$ ^{NO}BID per ton
Per ton
- Item C - Hot-Mix Asphalt Section 401
Base II
F.O.B. Vendor's Plant @\$ 52.03 per ton
Per ton
- Item D - Hot-Mix Asphalt Section 401
Patch & Level
F.O.B. Vendor's Plant @\$ 52.03 per ton
Per ton
- Item E - Hot-Mix Asphalt Section 401
Wearing IV
F.O.B. Vendor's Plant @\$ 52.03 per ton
Per ton
- Item F - Hot-Mix Asphalt Section 402
Wearing IV
F.O.B. Vendor's Plant @\$ ^{NO}BID per ton
Per ton
- Item G - Hot-Mix Asphalt Section 401
19mm Superpave
F.O.B. Vendor's Plant @\$ ^{NO}BID per ton
Per ton

Bid Schedule Continued

Item H - Hot-Mix Asphalt Section 401
 Scratch Course
 F.O.B. Vendor's Plant @\$54.90 per ton
 Per ton

Item I - Hot-Mix Asphalt Section 402
 9.5mm Superpave
 F.O.B. Vendor's Plant @\$No Bid per ton
 Per ton

Item J - Hot-Mix Asphalt Section 401
 Wearing I
 F.O.B. Vendor's Plant @\$54.90 per ton
 Per ton

Item K - Hot-Mix Asphalt Section 402
 Wearing I
 F.O.B. Vendor's Plant @\$64.88 per ton
 Per ton

Item L - Hot-Mix Asphalt Section 401
 4.75mm Superpave
 F.O.B. Vendor's Plant @\$No Bid per ton
 Per ton

Item M - Hot-Mix Asphalt Section 402
 4.75mm Superpave
 F.O.B. Vendor's Plant @\$No Bid per ton
 Per ton

Item N - Hot-Mix Asphalt Section 401
 Wearing III
 F.O.B. Vendor's Plant @\$No Bid per ton
 Per ton

Item O - Hot-Mix Asphalt Section 402
 Wearing III
 F.O.B. Vendor's Plant @\$No Bid per ton
 Per ton

Item P - Hot-Mix Asphalt
 Plant Run
 F.O.B. Vendor's Plant @\$54.90 per ton
 Per ton

Bid Schedule ContinuedItem Q - Surcharge for PG70-22 Binder @ \$ No Bid per tonItem R - Surcharge for PG76-22 Binder @ \$ No Bid per ton

(Item R will be ordered in 400 ton increments)

Item S - Excavation for Shoulder Paving
 0 to 1000 SY @ \$ 15.75 per sq. yd.
 1001 to 2000 SY @ \$ 10.50 per sq. yd.
 2001 to 3000 SY @ \$ 6.10 per sq. yd.
 3001 and greater SY @ \$ 6.00 per sq. yd.

Item T - HMA Base 1 Shoulder Paving
 0 to 100 tons @ \$ 20.00 per ton
 101 to 200 tons @ \$ 19.00 per ton
 201 to 500 tons @ \$ 18.00 per ton
 501 and greater tons @ \$ 17.50 per ton

Item U - HMA Base 2 Shoulder Paving
 0 to 100 @ \$ 20.00 per ton
 101 to 200 @ \$ 19.00 per ton
 201 to 500 @ \$ 18.00 per ton
 501 and above @ \$ 17.50 per ton

Item V - Haul by Vendor
 @ \$ 1.45 for first ton mile and
 @ \$.17 for each additional mile

Item W - Lay Down of Materials
 Items A thru O, Each Site
 0 to 100 tons @ \$ 60.00 per ton
 101 to 200 tons @ \$ 20.00 per ton
 201 to 500 tons @ \$ 10.00 per ton
 501 and up @ \$ 8.75 per ton

Item X - Cleaning & Sweeping
 @ \$.01 per sq. yd.

Item Y - Bituminous Material for Tack Coat
 Or Prime
 All Types @ \$ 1.90 per gallon

Material furnished and applied under Item Y to be in accordance with Section 408 of the referenced specifications, as directed by the Engineer.

Item Z - Daytime Paving Mobilization - A Mobilization for Paving Charge of \$ 700.00 may be made when the purchase order quantity per paving location is less than 500 tons of Hot-Mix Asphalt and nighttime paving is not specified.

Item AA - Nighttime Paving Mobilization - A Mobilization for Paving Charge of \$2000.00 may be made when the Engineer directs that the paving is to be done at night.

Item AB - Off Season Plant Opening
 @\$3000.00 for first day
 @\$ 550.00 for each additional day

Item AC - Additional Heel-In Joints
 @\$ 12.00 per lineal foot

Item AD - Skip Paving Surcharge
 @\$ 4.50 per ton

Item AE - Mobilization for Profiling
 @\$2500.00 per SCO

Item AF - Pavement Profiling (Milling), square yards per SCO
 Less than 250 \$ 25.00 per sq. yd.
 250 less than 500 \$ 15.75 per sq. yd.
 500 less than 1000 \$ 10.50 per sq. yd.
 1000 less than 2500 @\$ 6.10 per sq. yd.
 2500 less than 5000 @\$ 3.00 per sq. yd.
 5000 and greater @\$ 2.25 per sq. yd.

Item AG - Pilot Truck and Driver
 @\$800.00 per day

Item AH - Traffic Control Devices
 @\$.90 per Unit

Item AI - Flagger
 @\$ 56.00 per Hour

Item AJ - Arrow Board
 @\$ 50.00 per Day

Item AK - Milled Rumble Strips \$ 3.50 per LF

Item AL - Mobilization for milled rumble strips
 @\$1500.00 per SCO

Item AM - Pavement Repair
 \$275.00 per Ton of HMA Base 2

Item AN - Surcharge for Warm-Mix Asphalt
 \$No Bid per Ton

For Items A-O

Vendor's Plant Location
 Lewisburg, WV

District Ten

Bid Schedule

- Item A - Hot-Mix Asphalt Section 401
Base I
F.O.B. Vendor Plant @\$ 51.05 per ton
Per ton
- Item B - Hot-Mix Asphalt Section 401
37.5mm Superpave
F.O.B. Vendor's Plant @ \$ No Bid per ton
Per ton
- Item C - Hot-Mix Asphalt Section 401
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Wearing IV
F.O.B. Vendor's Plant @\$ 52.03 per ton
Per ton
- Item F - Hot-Mix Asphalt Section 402
Wearing IV
F.O.B. Vendor's Plant @ \$ No Bid per ton
Per ton
- Item G - Hot-Mix Asphalt Section 401
19mm Superpave
F.O.B. Vendor's Plant @\$ No Bid per ton
Per ton

Bid Schedule Continued

Item H - Hot-Mix Asphalt Section 401
Scratch Course
F.O.B. Vendor's Plant @ \$54.90 per ton
Per ton

Item I - Hot-Mix Asphalt Section 402
9.5mm Superpave
F.O.B. Vendor's Plant @ \$No Bid per ton
Per ton

Item J - Hot-Mix Asphalt Section 401
Wearing I
F.O.B. Vendor's Plant @ \$54.90 per ton
Per ton

Item K - Hot-Mix Asphalt Section 402
Wearing I
F.O.B. Vendor's Plant @ \$64.88 per ton
Per ton

Item L - Hot-Mix Asphalt Section 401
4.75mm Superpave
F.O.B. Vendor's Plant @ \$No Bid per ton
Per ton

Item M - Hot-Mix Asphalt Section 402
4.75mm Superpave
F.O.B. Vendor's Plant @ \$No Bid per ton
Per ton

Item N - Hot-Mix Asphalt Section 401
Wearing III
F.O.B. Vendor's Plant @ \$No Bid per ton
Per ton

Item O - Hot-Mix Asphalt Section 402
Wearing III
F.O.B. Vendor's Plant @ \$No Bid per ton
Per ton

Item P - Hot-Mix Asphalt
Plant Run
F.O.B. Vendor's Plant @ \$54.90 per ton
Per ton

Bid Schedule Continued

Item Q - Surcharge for PG70-22 Binder @ No Bid per ton

Item R - Surcharge for PG76-22 Binder @ No Bid per ton

(Item R will be ordered in 400 ton increments)

Item S - Excavation for Shoulder Paving
 0 to 1000 SY @ \$ 15.75 per sq. yd.
 1001 to 2000 SY @ \$ 10.50 per sq. yd.
 2001 to 3000 SY @ \$ 6.10 per sq. yd.
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Item T - HMA Base 1 Shoulder Paving
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 201 to 500 tons @ \$ 18.00 per ton
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Item U - HMA Base 2 Shoulder Paving
 0 to 100 @ \$ 20.00 per ton
 101 to 200 @ \$ 19.00 per ton
 201 to 500 @ \$ 18.00 per ton
 501 and above @ \$ 17.50 per ton

Item V - Haul by Vendor
 @ \$ 1.45 for first ton mile and
 @ \$.17 for each additional mile

Item W - Lay Down of Materials
 Items A thru O, Each Site
 0 to 100 tons @ \$ 60.00 per ton
 101 to 200 tons @ \$ 20.00 per ton
 201 to 500 tons @ \$ 10.00 per ton
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 @ \$.01 per sq. yd.

Item Y - Bituminous Material for Tack Coat
 Or Prime
 All Types @ \$ 1.90 per gallon

Material furnished and applied under Item Y to be in accordance with Section 408 of the referenced specifications, as directed by the Engineer.

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Item AA - Nighttime Paving Mobilization - A Mobilization for Paving Charge of \$2000.00 may be made when the Engineer directs that the paving is to be done at night.

Item AB - Off Season Plant Opening
 @ \$3000.00 for first day
 @ \$550.00 for each additional day

Item AC - Additional Heel-In Joints
 @ \$ 12.00 per lineal foot

Item AD - Skip Paving Surcharge
 @ \$ 4.50 per ton

Item AE - Mobilization for Profiling
 @ \$ 2500.00 per SCO

Item AF - Pavement Profiling (Milling), square yards per SCO
 Less than 250 \$ 25.00 per sq. yd.
 250 less than 500 \$ 15.75 per sq. yd.
 500 less than 1000 \$ 10.50 per sq. yd.
 1000 less than 2500 @ \$ 6.10 per sq. yd.
 2500 less than 5000 @ \$ 3.00 per sq. yd.
 5000 and greater @ \$ 2.25 per sq. yd.

Item AG - Pilot Truck and Driver
 @ \$ 800.00 per day

Item AH - Traffic Control Devices
 @ \$.90 per Unit

Item AI - Flagger
 @ \$ 56.00 per Hour

Item AJ - Arrow Board
 @ \$ 50.00 per Day

Item AK - Milled Rumble Strips \$ 3.50 per LF

Item AL - Mobilization for milled rumble strips
 @ \$ 1500.00 per SCO

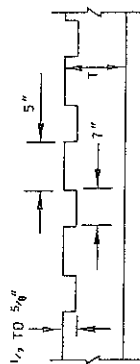
Item AM - Pavement Repair
 \$ 275.00 per Ton of HMA Base 2

Item AN - Surcharge for Warm-Mix Asphalt
 \$ No Bid per Ton
 For Items A-O

Vendor's Plant Location

Lewisburg, WV

FIGURE 1

ALTERNATE SECTION B-B
(SAWED RUMBLE STRIP)

RUMBLE STRIP FOR HOT MIX ASPHALT SHOULDERS

NOTES:

RUMBLE STRIP PLACEMENT WILL BE CONTINUOUS ON HOT-MIX ASPHALT SHOULDERS, EXCEPT AS NOTED BELOW.

RUMBLE STRIPS SHALL NOT BE PLACED AT THE FOLLOWING AREAS FOR HIGHWAY PROJECTS, ONLY:

ON SHOULDERS OF NARROW CLIMBING LANES THAT ARE 5' OR LESS IN WIDTH RIGHT OF TRAFFIC FLOW IN THE SHOULDER TRANSITION AREA RIGHT OF TRAFFIC FLOW BETWEEN A FULL PAVED SHOULDER WIDTH OF 10' AND NARROW BRIDGE WIDTH OF 4'.

RUMBLE STRIP WIDTH IS TO BE 2', EXCEPT MILLED RUMBLE STRIP WHICH WILL BE 16"-17"

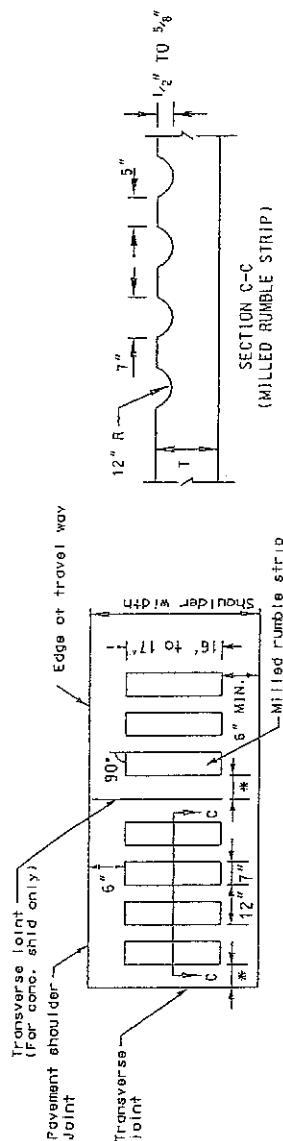
RUMBLE STRIPS MAY BE SAWED OR MILLED UNLESS OTHERWISE INDICATED. THE TOP OF THE RUMBLE STRIPS WILL BE NO HIGHER THAN THE TOP SURFACE OF THE PAVEMENT. ANY FAULTY OR INCORRECTLY INSTALLED RUMBLE STRIPS WILL BE CORRECTED BY THE CONTRACTOR AT HIS EXPENSE.

MILL/SAW SHOULDER RUMBLE STRIPS AS INDICATED BY USING A MACHINE CAPABLE OF PROVIDING A SMOOTH CUT WITHOUT TEARING OR SHEDDING AND PROVIDING RUMBLE STRIPS AS INDICATED EQUIP. MACHINE WITH GUIDES TO PROVIDE UNEQUALITY AND CONSISTENCY IN ALIGNMENT OF EACH CUT WITH RESPECT TO ROADWAY. MILL SHOULDER RUMBLE STRIPS TO HAVE FINISH DIMENSIONS WITHIN TOLERANCES SPECIFIED. MILL SHOULDER RUMBLE STRIPS ON NEW CONCRETE SHOULDERS. AFTER CURING, ALIGNMENT OF RUMBLE STRIPS WILL BE RANDOMLY VERIFIED AND CHECKED DISCONTINUE MILLING OPERATIONS IF SATISFACTORY RESULTS ARE NOT BEING OBTAINED AND SUBMIT AN ALTERNATE CONSTRUCTION PLAN TO THE ENGINEER FOR APPROVAL. AT END OF EACH WORKING DAY, MOVE ALL EQUIPMENT TO A LOCATION AS DIRECTED WHERE IT PRESENTS NO HAZARD TO ROADWAY TRAFFIC. REMOVE AND DISPOSE OF MILLED MATERIAL IN COMPLIANCE WITH APPLICABLE STATE REGULATIONS. REMOVE DEBRIS FROM AREAS DISTURBED BY MILLING OPERATION BEFORE OPENING ROADWAY TO TRAFFIC.

RUMBLE STRIPS IN PAVED SHOULDERS:

RUMBLE STRIPS SHALL BE MILLED OR SAWED TYPE PLACED IN SHOULDERS UNDER THE FOLLOWING CONDITIONS IN ACCORDANCE WITH THIS SPECIAL DETAIL SHEET:

- TYPICAL SHOULDER WIDTH IS 6' OR MORE
- MEDIAN SHOULDERS ON DIVIDED HIGHWAYS IF SHOULDER WIDTH IS 3' OR GREATER
- SHOULDERS ADJACENT TO ONE WAY RAMPS WHICH CONNECT TO ARTERIAL HIGHWAYS, IF TYPICAL SHOULDER IS 3' OR GREATER.



* 1" 4 1/2" For conc. shld.
2" 4 1/2" For asphalt shld.

MILLED RUMBLE STRIP FOR PORTLAND CEMENT AND HOT MIX ASPHALT SHOULDERS

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

RUMBLE STRIP SPECIAL DETAIL

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number:

WV001162

Classification:

GENERAL ENGINEERING
RESIDENTIAL

GREENBRIER EXCAVATING & PAVING INC
DBA GREENBRIER EXCAVATING & PAVING INC
PO BOX 277
RONCEVERIE, WV 24970-0277

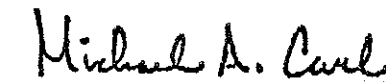
Date Issued

AUGUST 14, 2009

Expiration Date

AUGUST 14, 2010


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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



400 Quarrier Street

Charleston, WV 25301-2010

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

INFORMATION PAGE WC 00 00 01 (A)

RENEWAL OF POLICY NUMBER: WC10008899-05

POLICY NUMBER: WC10008899-06

INSURER: BRICKSTREET MUTUAL INSURANCE COMPANY

INSURED:

GREENBRIER EXCAVATING & PAVING
INC
PO BOX 277
RONCEVERTE, WV 24970-0277

PRODUCER:

MORGAN & MORGAN INC
PO BOX 129
RONCEVERTE, WV 24970

Insured is a(n) DOMESTIC CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 06/22/2009 to 06/22/2010 12:01 A.M. at the insured's mailing address.

3. **A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

WEST VIRGINIA

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3 A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$1,000,000	Each Accident
Bodily Injury by Disease:	\$1,000,000	Policy Limit
Bodily Injury by Disease:	\$1,000,000	Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

See West Virginia Limited Other States Insurance Endorsement WC 99 03 05

D. This policy includes these endorsements and schedules:

SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy.

DATE OF ISSUE: 06/23/2009

ISSUING OFFICE: Charleston, WV

PRODUCER: MORGAN & MORGAN INC



Erie
Insurance®

100 Erie Ins PI Erie PA 16530

CERTIFICATE OF INSURANCE

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

INSURED COPY

NAME AND NUMBER OF AGENCY MORGAN & MORGAN INC EE1225		DATE ISSUED 08/22/2009
NAME AND ADDRESS OF NAMED INSURED GREENBRIER EXCAVATING & PAVING INC PO BOX 277 RONCEVERTE WV 24970-0277		NAME AND ADDRESS OF CERTIFICATE HOLDER OR OTHER STATE OF WEST VIRGINIA PURCHASING DIVISION 2019 WASHINGTON STREET EAST CHARLESTON WV 25305-

This is to certify that policies, as indicated by Policy Number below, are in force for the Named Insured at the time that the certificate is being issued.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF INSURANCE	
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM GEN'L AGGREGATE LIMIT APPLIES PER: PROJECT	Q457450012	09/24/2009	09/24/2010	EACH OCCURRENCE	\$ 1000000
				FIRE DAMAGE (Any one premises)	\$ 1000000
				MED EXP (Any one person)	\$ 5000
				PERSONAL & ADV INJURY	\$ 1000000
				GENERAL AGGREGATE	\$ 2000000
				PRODUCTS-COMP/OP AGG	\$ 2000000
AUTOMOBILE LIABILITY ANY AUTO (OWNED HIRED NON-OWNED)	Q097440004	09/24/2009	09/24/2010	BODILY INJURY (EACH PERSON)	\$
				BODILY INJURY (EACH ACCIDENT)	\$
				PROPERTY DAMAGE	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1000000
EXCESS LIABILITY OCCURRENCE FORM	Q337470001	09/24/2009	09/24/2010	EACH OCCURRENCE	1000000
				AGGREGATE	1000000
				STATUTORY	
				BODILY INJURY BY	ACCIDENT \$ DISEASE \$ DISEASE \$

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

CANCELLATION FOR NON-PAYMENT, CAUSE OR NAMED INSURED'S REQUEST: When an automobile policy is cancelled, written notice will be mailed to the Certificate Holder. When any of the above described policies (other than automobile) are cancelled before the expiration date thereof, The ERIE will endeavor to mail written notice to the Certificate Holder after the decision to cancel. Failure to mail such notice shall impose no obligation or liability of any kind upon The ERIE its Agents or representatives.

☒ **CANCELLATION FOR SPECIAL CONTRACTS:** (If the box is checked, this certificate involves a special contract and the following cancellation provisions apply.) When an automobile policy is cancelled, written notice will be mailed to the Certificate holder. When any of the above described policies (other than automobile) are cancelled before the expiration thereof, The ERIE will endeavor to mail 30 days written notice to the Certificate Holder after the decision to cancel. Failure to mail such notice shall impose no obligation or liability of any kind upon The ERIE its Agents or representatives.

ERIE INSURANCE GROUP

This certificate is issued for information purposes only. It does not list, amend, extend, or otherwise alter the terms and conditions of insurance coverage contained in the Policy(ies) indicated above issued by The ERIE. The terms and conditions of the Policy(ies) govern the insurance coverage as applied to any given situation. Any party can request a policy and/or Declaration by asking the insured or the Agent. Limits shown may have been reduced by claims paid.

SEE REVERSE SIDE

AUTHORIZED
REPRESENTATIVE



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF Greenbrier, TO-WIT:

I, William Alan O'Brien, after being first duly sworn, depose and state as follows:

1. I am an employee of Greenbrier Excavating & Paving, Inc.; and,
 (Company Name)
2. I do hereby attest that Greenbrier Excavating & Paving, Inc.
 (Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Greenbrier Excavating & Paving, Inc.
 (Company Name)

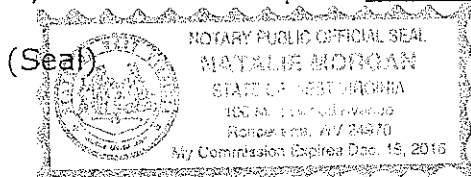
By: 

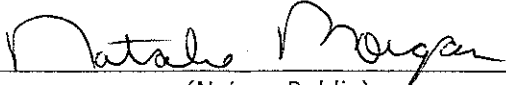
Title: VP

Date: 4/21/2010

Taken, subscribed and sworn to before me this 21 day of April 2010

By Commission expires 12-18-2016




 (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

DEFINITIONS:

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

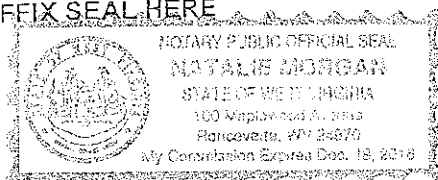
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county, commission, municipality, county board of education; any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

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

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATUREVendor's Name: Greenbrier Excavating & Paving, Inc.Authorized Signature: [Signature] Date: 4/21/2010State of West VirginiaCounty of Greenbrier, to-wit:Taken, subscribed, and sworn to before me this 21 day of April, 2010.My Commission expires 12-18, 2016.

AFFIX SEAL HERE



NOTARY PUBLIC

Natalie Morgan