



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
6612C019

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 304-558-2402

VENDOR

\*709023648      740-374-5100  
 ASPHALT MATERIALS INC  
 13925 STATE ROUTE 7  
 MARIETTA OH 45750

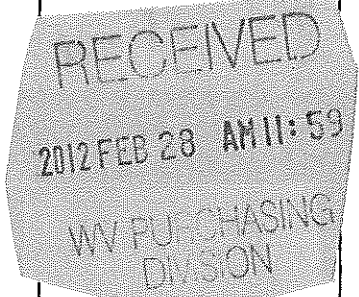
SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/30/2012				

BID OPENING DATE: **02/29/2012**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		745-07		
LIQUID ASPHALT MATERIAL  OPEN END  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRACT TO PROVIDE FOR PLANT PICKUP OR DELIVERY OF LIQUID ASPHALT MATERIAL TO ANY LOCATION WITHIN THE TEN DIVISION OF HIGHWAYS DISTRICTS PER THE ATTACHED SPECIFICATIONS.  TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT ALAN.W.CUMMINGS@WV.GOV.  DEADLINE FOR TECHNICAL QUESTIONS IS 02/16/12 AT THE CLOSE OF BUSINESS.  ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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 "REASONABL						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	740-374-5100	02/28/12	
OFFICE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Sales Rep.	35-1002095		

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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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.

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### 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).



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\*709023648 740-374-5100  
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DIVISION OF HIGHWAYS  
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BID OPENING DATE: 02/29/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>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.</p> <p>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.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 740-374-5100	DATE 02/28/12
TITLE Sales Rep	FEIN 35-1002095	ADDRESS CHANGES TO BE NOTED ABOVE

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RFO NUMBER  
**6612C019**

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**3**

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**304-558-2402**

RECEIVED

\*709023648      740-374-5100  
**ASPHALT MATERIALS INC**  
**13925 STATE ROUTE 7**  
  
**MARIETTA OH 45750**

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<p>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. 01/17/2012</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 THE VARIOUS COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE <b>740-374-5100</b>	DATE <b>02/28/12</b>
TITLE <b>Sales Rep</b>	FEIN <b>35-1002095</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p><i>[Signature]</i>            SIGNATURE  <i>Asphalt Materials, Inc.</i>            COMPANY            ..... 02/28/12 .....            DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 740-374-5100 DATE: 02/28/12

TITLE: Sales Rep FEIN: 35-1002095 ADDRESS CHANGES TO BE NOTED ABOVE

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## 1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications at time of bid opening shall apply to the administration of this Contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, and 109.20.

The terms "Contractor" and "Vendor" used in the above specifications or this contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2010 and the January 1, 2011 Supplemental Specifications at time of bid opening may be obtained from:

West Virginia Division of Highways  
 Contract Administration Division  
 Building Five, Room 722  
 1900 Kanawha Boulevard, East  
 Charleston, West Virginia 25305

<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

## 2. SCOPE OF WORK

The purpose of this Contract is to provide for the plant pickup or delivery of Liquid Asphalt Material to any location within the County set out in the Bid Schedules. Actual quantities to be delivered to each location will be specified in an Agency Release which will be issued by the Division of Highways at the time delivery is required.

## 3. ASPHALT MATERIAL

Material supplied under this contract shall conform to the sections of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications at time of bid opening listed on the Bid Schedule for Anionic Liquid Asphalt Emulsion and Cationic Liquid Asphalt Emulsion, except as follows:

### 3.1 SS-1h DILUTED

SS-1h meeting the requirements of AASHTO, M 140, shall be diluted by the addition of one part water to each part.

### 3.2 POLYMER MODIFIED EMULSIFIED ASPHALT

Polymer modified emulsified asphalt (cationic grade) CRS-2P shall meet the requirements of AASHTO M 316.



#### 4. BIDDING INSTRUCTIONS

Vendors may bid to furnish any or all of the various grades of asphalt material listed on the Bid Schedules. The bid prices shall be shown FOB Vendor's plant and/or Tank Truck delivered to the Division of Highway's storage tanks or job sites within the County.

NOTE: Each item on the Bid Schedule has three quantity ranges for pricing. Vendors may bid any or all of the quantity ranges per item. The Division of Highways will only place orders for no less than 3,000 gallons per Agency Release. Vendors should be cautioned that the quantities provided on the Bid Schedules are for evaluating purposes only and actual quantities will be placed on an Agency Release at the time of need.

It is understood and agreed that the contract shall cover the quantities actually order for delivery during the term of the contract, whether more or less than the quantities shown.

Any qualification of bids or any modification of the specifications or conditions governing the bids, by the vendor, will be cause to reject the bid.

Any qualification of the bids with a price escalation clause will not be honored by the Division of Highways and the Contract will be awarded as if the price escalation qualification by the Vendor had not been made.

#### 5. ADDITIONAL FEES

Should a Vendor expect to collect demurrage on tank truck transport units, after a designated period of time, occasioned by delay in unloading when delivering to other than company owned storage facilities such as mentioned in the following paragraph, the charge shall be so stated on the Bid Schedule. After a maximum unloading time of two (2) hours free, a charge for each additional one-quarter (1/4) hour shall be stated on the Bid Schedule.

Upon request the Vendor will be required to furnish portable storage facilities at the Division of Highways' project sites. The Vendor shall be notified a minimum of five (5) working days in advance of delivery when portable storage facilities are required. These portable storage tanks shall have a capacity of not less than 5,000 gallons and shall meet the requirements contained in Section 6.

The Vendor may elect to "drop" a transport tank trailer in lieu of furnishing a portable storage tank. The rental thereof shall be that established for portable storage tank usage. Should a Vendor expect to collect rental for portable storage facilities or "drop" transport trailers, that charge shall be stated on the Bid Schedule at a per gallon rate.

The return of a complete or partial tank truck load of material not accepted by the Division of Highways can be charged at a lump sum. For the return load charge to be applied, the material must be returned through no fault of the vendor. The lump sum charge for return load shall be stated on the Bid Schedule.

6. STORAGE AND DELIVERY REQUIREMENTS

Insulated storage tanks and tank trucks shall be used in storage and/or delivery unless otherwise specified in shipping instructions. All such equipment must be in good mechanical condition, equipped with standard fittings and connections and shall have the necessary facilities for sealing. All tank trucks shall be properly cleaned by the Vendor prior to loading. Any tank truck found not to be properly equipped and/or to contain contaminated material, will be rejected and returned to the Vendor at the Vendor's expense.

7. CONTRACT AWARD

All qualified Vendors who submit a valid bid "FOB Vendor's Plant" will be awarded a contract for those items bid.

Qualified Vendors who submit a valid low bid "Tank Truck Delivery" will be awarded a contract for those locations and those items for which their bid is low.

8. TESTING

In accordance with MP 401.02.25, the Materials Control, Soils and Testing Division (MCS&T) maintains an approved list of asphalt materials and sources on their web page. These materials go through routine testing throughout the year by the Asphalt Section at MCS&T for the purpose of maintaining their approved status. Any asphalt material that is on the most recent list does not require additional testing beyond the standard requirements of MCS&T unless specifically requested by the Division of Highways.

Also in accordance with MP 401.02.25, when a non-approved grade of asphalt material is furnished by a supplier, the following requirements shall apply: 1) the supplier shall be required to furnish representative samples of each batch or lot of material, sampled by an authorized representative of the Division of Highways and 2) the samples shall be taken in accordance with MP 700.00.01 and shall be tested for compliance to the governing specifications in a Division of Highways' approved laboratory.

See: <http://www.transportation.wv.gov/highways/mcst/Pages/MaterialProcedures.aspx>

9. LATE DELIVERY CHARGE

The Division of Highways will assess a late delivery charge against the Vendor when a specified delivery time is not met. The amount of the late delivery charge will be calculated at the rate of \$100.00 for each one-quarter (1/4) hour of the late delivery. A two (2) hour grace period will be allowed when assessing late delivery charges.

10. BASIS OF PAYMENT

Unless otherwise specified, payment shall be based on the bid price for the net gallons furnished on each order at 60 degrees F. The Vendor shall furnish certificates showing loading temperature; number of gallons loaded at loading temperatures; number of gallons allowed for shrinkage; net gallons at 60 degrees F.

11. VENDOR'S INVOICES

Vendor's invoices must be submitted in original and one copy and contain the following:

- a) This Purchase Order Contract number.
- b) The Division of Highway's Agency Release number.
- c) Delivery destination, including county name.
- d) Total quantity and unit price with the total cost of each type of material furnished.
- e) Additional charges including costs for demurrage, rental and return load must be shown separately on the invoice for the material for which they apply.

NOTE: Under no circumstances will the Division of Highways accept, or pay for, quantities of materials in excess of the quantity stated on the Agency Release.

12. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendor(s) must accept the State of West Virginia VISA Purchasing Card for payment of orders placed by any State Agency for order as a condition of award.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: DS

DATE (MM/DD/YYYY)

02/28/12

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 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 Tobias Insurance Group, Inc HQ 9247 N. Meridian St. Ste. 300 Indianapolis, IN 46260 Nick J. Rutigliano	317-844-7759 317-844-9910	CONTACT NAME: Daniel Suiters PHONE (A/C, No, Ext): 317-844-7759 E-MAIL: dsuiters@tobias.com ADDRESS: dsuiters@tobias.com PRODUCER CUSTOMER ID #: ASPHA-1	FAX (A/C, No): 317-844-9910
INSURED Asphalt Materials, Inc., Etal P.O. Box 68123 Indianapolis, IN 46268	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Prop Cas co of Ameri		25674
	INSURER B : Zurich American Ins. Company		
	INSURER C : Starr Surplus Lines Ins Co.		13604
	INSURER D : Allied World Assurance Co. Inc		19489
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## 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 CERTIFICATE 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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GC2JGLSA922J8984TIL	06/01/11	06/01/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Proj Agg: Applies					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> per project.					GENERAL AGGREGATE \$ 15,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/POP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					Proj Agg \$ 2,000,000
A	AUTOMOBILE LIABILITY		GC2JCAP922J8996TIL	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$				
<input checked="" type="checkbox"/> MCS-90		\$				
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		SLSCSEL00000211	06/01/11	06/01/12	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC929886311	08/01/11	08/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EXCESS LIABILITY		03056196	06/01/11	06/01/12	EA. OCCUR 5,000,000
						AGGREGATE 5,000,000

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

The workers compensation/employers liability policy applies in the State of West Virginia. All policies provide coverage for all locations of the named insured, including, but not limited to: Asphalt Materials, Inc., 13925 State Route 7, Marietta, OH 45750

## CERTIFICATE HOLDER

## CANCELLATION

WESTVA1

State of West Virginia  
Dept. of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25306-0130

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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**NOTEPAD**

INSURED'S NAME Asphalt Materials, Inc., Etal

ASPHA-1  
OP ID: DSPAGE 2  
DATE 02/28/12

IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:  
ANY WORDING TO INCLUDE THE HOLDER AS AN ADDITIONAL INSURED, PROVIDE  
COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF  
SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

IF YOU ARE THE REQUESTOR TO PROVIDE THIS CERTIFICATE:  
Tobias Insurance Group, Inc. has, upon your request, issued the attached  
Certificate of Insurance.

If you did not already, we highly recommend that you provide our Agency  
with a copy of the insurance and indemnification provisions of the  
contract pertaining to the certificate request so that we may properly  
ascertain whether your insurance program addresses the terms, types and  
amounts of insurance coverage referenced by the contract.

While most certificates can be issued at no cost to you, the contract may  
identify insurance requirements that require the purchase of insurance  
coverage at an additional premium. In some instances, the coverage  
identified in the contract may be outside the underwriting guidelines of  
the insurance carrier and cannot be obtained. In other instances, you may  
not wish to purchase the additional coverage and may attempt to negotiate  
changes in the insurance requirements.

In performing the review of your contracts, neither Tobias Insurance  
Group, Inc. nor its employees are providing legal advice or a legal  
opinion concerning any portion of the contract. Our Agency is not  
undertaking to identify all potential liability that might arise under  
this contract. This review is provided for your information and should  
not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions,  
exclusions and other provisions of the policies and any applicable  
regulations, rating rules or plans. This Certificate of Insurance does not  
constitute a contract between the issuing insurer(s), authorized  
representative or producer, and the certificate holder, nor does it  
affirmatively or negatively amend, extend or alter the coverage afforded  
by the policies listed thereon.

Bid Schedule

6612C019

Liquid Asphalt Material

F.O.B. Vendor's Plant

Item Number	Item Description	Cost Per Gallon
<b>Anionic Liquid Asphaltic Emulsion (Spec 705.2)</b>		
1	RS-2	X
	a) 3000-4000 gallons	1.95
	b) 4001-5000 gallons	1.95
	c) 5001 or greater	1.95
2	HFMS-2	X
	a) 3000-4000 gallons	1.95
	b) 4001-5000 gallons	1.95
	c) 5001 or greater	1.95
3	SS-1h (Diluted)	X
	a) 3000-4000 gallons	2.00
	b) 4001-5000 gallons	2.00
	c) 5001 or greater	2.00
<b>Cationic Liquid Asphaltic Emulsion (Spec 705.11)</b>		
4	Polymer Modified CRS-2P	X
	a) 3000-4000 gallons	2.35
	b) 4001-5000 gallons	2.35
	c) 5001 or greater	2.35
Plant	Marietta, Ohio and Rayland, Ohio	
Location	13925 State Rout 7 and 1731 Old State Route 7	
	Marietta, Ohio 45750 and Rayland, Ohio 43943	

Bid Schedule

6612C019

Liquid Asphalt Material F.O.B. Tank Truck Delivery

\*Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown. Award will be based on lowest cost per item, excluding items 5, 6 and 7.

District 1 - Boone County, Clay County, Kanawha County,  
Mason County and Putnam County

Item Number	Item Description	*Estimated Gallons Boone	Cost Per Gallon Boone	*Estimated Gallons Clay	Cost Per Gallon Clay	*Estimated Gallons Kanawha	Cost Per Gallon Kanawha	*Estimated Gallons Mason	Cost Per Gallon Mason	*Estimated Gallons Putnam	Cost Per Gallon Putnam
<b>Anionic Liquid Asphaltic Emulsion (Spec 705.2)</b>											
1	RS-2	X	X	X	X	X	X	X	X	X	X
2	HFMS-2	X	X	60,000	X	X	X	60,000	X	X	X
	a) 3000-4000 gallons	X	X	X	2.07	X	X	X	X	X	X
	b) 4001-5000 gallons	X	X	X	2.07	X	X	X	X	X	X
	c) 5001 or greater	X	X	X	2.07	X	X	X	X	X	X
3	SS-1h (Diluted)	X	X	X	X	X	X	X	X	X	X
<b>Cationic Liquid Asphaltic Emulsion (Spec 705.11)</b>											
4	Polymer Modified CRS-2P	X	X	6,000	X	X	X	6,000	X	X	X
	a) 3000-4000 gallons	X	X	X	2.39	X	X	X	2.39	X	X
	b) 4001-5000 gallons	X	X	X	2.39	X	X	X	2.39	X	X
	c) 5001 or greater	X	X	X	2.39	X	X	X	2.39	X	X
			Cost Per 1/4 hour Boone		Cost Per 1/4 hour Clay		Cost Per 1/4 hour Kanawha		Cost Per 1/4 hour Mason		Cost Per 1/4 hour Putnam
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	X	X	25.00	X	X	X	25.00	X	X
			Cost Per Gallon Boone		Cost Per Gallon Clay		Cost Per Gallon Kanawha		Cost Per Gallon Mason		Cost Per Gallon Putnam
6	Rental A charge for portable storage tank or "drop" tank trailer	X	X	X	0.15	X	X	X	0.15	X	X
			Lump Sum Boone		Lump Sum Clay		Lump Sum Kanawha		Lump Sum Mason		Lump Sum Putnam
7	Return Load Material must be returned through no fault of the vendor	X	X	X	900.00	X	X	X	675.00	X	X





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District 3 - Calhoun County, Jackson County, Pleasants County, Ritchie County, Roane County, Wirt County and Wood County

Item Number	Item Description	*Estimated Gallons Calhoun	Cost Per Gallon Calhoun	*Estimated Gallons Jackson	Cost Per Gallon Jackson	*Estimated Gallons Pleasants	Cost Per Gallon Pleasants	*Estimated Gallons Ritchie	Cost Per Gallon Ritchie	*Estimated Gallons Roane	Cost Per Gallon Roane	*Estimated Gallons Wirt	Cost Per Gallon Wirt	*Estimated Gallons Wood	Cost Per Gallon Wood
<b>Anionic Liquid Asphaltic Emulsion (Spec 705.2)</b>															
1	RS-2	X	X	X	X	X	X	X	X	X	X	30,000	X	X	X
	a) 3000-4000 gallons	X	X	X	X	X	X	X	X	X	X	X	2.01	X	X
	b) 4001-5000 gallons	X	X	X	X	X	X	X	X	X	X	X	2.01	X	X
	c) 5001 or greater	X	X	X	X	X	X	X	X	X	X	X	2.01	X	X
2	HMS-2	40,000	X	50,000	X	10,000	X	10,000	X	50,000	X	X	X	30,000	X
	a) 3000-4000 gallons	X	2.04	X	1.94	X	2.01	X	2.01	X	1.96	X	X	X	2.01
	b) 4001-5000 gallons	X	2.04	X	1.94	X	2.01	X	2.01	X	1.96	X	X	X	2.01
	c) 5001 or greater	X	2.04	X	1.94	X	2.01	X	2.01	X	1.96	X	X	X	2.01
3	SS-1h (Diluted)	X	X	X	X	X	X	X	X	X	X	X	X	15,000	X
	a) 3000-4000 gallons	X	X	X	X	X	X	X	X	X	X	X	X	X	2.06
	b) 4001-5000 gallons	X	X	X	X	X	X	X	X	X	X	X	X	X	2.06
	c) 5001 or greater	X	X	X	X	X	X	X	X	X	X	X	X	X	2.06
<b>Cationic Liquid Asphaltic Emulsion (Spec 705.11)</b>															
4	Polymer Modified CRS-2P	X	X	X	X	X	X	X	X	X	X	X	X	X	X
			Cost Per 1/4 hour Calhoun		Cost Per 1/4 hour Jackson		Cost Per 1/4 hour Pleasants		Cost Per 1/4 hour Ritchie		Cost Per 1/4 hour Roane		Cost Per 1/4 hour Wirt		Cost Per 1/4 hour Wood
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	25.00	X	25.00	X	25.00	X	25.00	X	25.00	X	25.00	X	25.00
6	Rental A charge for portable storage tank or "drop" tank trailer	X	0.10	X	0.10	X	0.10	X	0.10	X	0.10	X	0.10	X	0.10
			Lump Sum Calhoun		Lump Sum Jackson		Lump Sum Pleasants		Lump Sum Ritchie		Lump Sum Roane		Lump Sum Wirt		Lump Sum Wood
7	Return Load Material must be returned through no fault of the vendor	X	675	X	495.00	X	495	X	495.00	X	495	X	495.00	X	495

6612C019

Bid Schedule

Liquid Asphalt Material F.O.B. Tank Truck Delivery

\*Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown. Award will be based on lowest cost per item, excluding items 5, 6 and 7.

District 4 - Doddridge County, Harrison County, Marion County, Monongalia County, Preston County and Taylor County

Item Number	Item Description	*Estimated Gallons Doddridge	Cost Per Gallon Doddridge	*Estimated Gallons Harrison	Cost Per Gallon Harrison	*Estimated Gallons Marion	Cost Per Gallon Marion	*Estimated Gallons Monongalia	Cost Per Gallon Monongalia	*Estimated Gallons Preston	Cost Per Gallon Preston	*Estimated Gallons Taylor	Cost Per Gallon Taylor
<b>Anionic Liquid Asphaltic Emulsion (Spec 705.2)</b>													
1	RS-2	15,000	X	30,000	X	30,000	X	30,000	X	30,000	X	15,000	X
	a) 3000-4000 gallons	X	2.03	X	2.06	X	2.06	X	2.09	X	2.09	X	2.06
	b) 4001-5000 gallons	X	2.03	X	2.06	X	2.06	X	2.09	X	2.09	X	2.06
	c) 5001 or greater	X	2.03	X	2.06	X	2.06	X	2.09	X	2.09	X	2.06
2	HFMS-2	X	X	X	X	X	X	X	X	X	X	X	X
3	SS-1h (Diluted)	X	X	X	X	X	X	X	X	X	X	X	X
<b>Cationic Liquid Asphaltic Emulsion (Spec 705.11)</b>													
4	Polymer Modified CRS-2P	X	X	X	X	X	X	X	X	X	X	X	X
			Cost Per 1/4 hour Doddridge		Cost Per 1/4 hour Harrison		Cost Per 1/4 hour Marion		Cost Per 1/4 hour Monongalia		Cost Per 1/4 hour Preston		Cost Per 1/4 hour Taylor
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	25.00	X	25.00	X	25.00	X	25.00	X	25.00	X	25.00
			Cost Per Gallon Doddridge		Cost Per Gallon Harrison		Cost Per Gallon Marion		Cost Per Gallon Monongalia		Cost Per Gallon Preston		Cost Per Gallon Taylor
6	Rental A charge for portable storage tank or "drop" tank trailer	X	0.10	X	0.10	X	0.10	X	0.10	X	0.10	X	0.10
			Lump Sum Doddridge		Lump Sum Harrison		Lump Sum Marion		Lump Sum Monongalia		Lump Sum Preston		Lump Sum Taylor
7	Return Load Material must be returned through no fault of the vendor	X	660	X	825.00	X	825	X	1075	X	1075	X	825.00



Liquid Asphalt Material F.O.B. Tank Truck Delivery

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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. Award will be

based on lowest cost per item, excluding items 5, 6 and 7.

District 6 - Brooke County, Hancock County, Marshall County,  
Ohio County, Tyler County and Wetzel County

Item Number	Item Description	*Estimated		Cost Per Gallon	*Estimated		Cost Per Gallon	*Estimated		Cost Per Gallon	*Estimated		Cost Per Gallon
		Gallons Brooke	Gallons Hancock		Gallons Brooke	Gallons Hancock		Gallons Brooke	Gallons Hancock		Gallons Brooke	Gallons Hancock	
<b>Anionic Liquid Asphaltic Emulsion (Spec 705.2)</b>													
1	RS-2	X	X	X	X	X	X	X	X	X	X	X	X
2	HFMS-2	15,000	15,000	X	15,000	X	15,000	X	15,000	X	15,000	X	15,000
	a) 3000-4000 gallons	X	2.07	2.08	X	2.06	2.06	X	2.03	2.03	X	2.03	2.03
	b) 4001-5000 gallons	X	2.07	2.08	X	2.06	2.06	X	2.03	2.03	X	2.03	2.03
	c) 5001 or greater	X	2.07	2.08	X	2.06	2.06	X	2.03	2.03	X	2.03	2.03
3	SS-1h (Diluted)	3,000	3,000	X	3,000	X	3,000	X	3,000	X	3,000	X	3,000
	a) 3000-4000 gallons	X	2.12	2.13	X	2.11	2.11	X	2.08	2.08	X	2.08	2.08
	b) 4001-5000 gallons	X	2.12	2.13	X	2.11	2.11	X	2.08	2.08	X	2.08	2.08
	c) 5001 or greater	X	2.12	2.13	X	2.11	2.11	X	2.08	2.08	X	2.08	2.08
<b>Cationic Liquid Asphaltic Emulsion (Spec 705.11)</b>													
4	Polymer Modified CRS-2P	X	X	X	X	X	X	X	X	X	X	X	X
			Cost Per 1/4 hour Brooke	Cost Per 1/4 hour Hancock		Cost Per 1/4 hour Marshall	Cost Per 1/4 hour Ohio		Cost Per 1/4 hour Tyler	Cost Per 1/4 hour Wetzel			
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	25.00	25.00	X	25.00	25.00	X	25.00	25.00	X	25.00	25.00
			Cost Per Gallon Brooke	Cost Per Gallon Hancock		Cost Per Gallon Marshall	Cost Per Gallon Ohio		Cost Per Gallon Tyler	Cost Per Gallon Wetzel			
6	Rental A charge for portable storage tank or "drop" tank trailer	X	0.10	0.10	X	0.10	0.10	X	0.10	0.10	X	0.10	0.10
			Lump Sum Brooke	Lump Sum Hancock		Lump Sum Marshall	Lump Sum Ohio		Lump Sum Tyler	Lump Sum Wetzel			
7	Return Load Material must be returned through no fault of the vendor	X	900	975.00	X	825	825.00	X	600	600.00	X	600.00	600.00

Bid Schedule

6612C019

Liquid Asphalt Material F.O.B. Tank Truck Delivery

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District 7 - Barbour County, Braxton County, Gilmer County, Lewis County, Upshur County and Webster County

Item Number	Item Description	*Estimated		Cost Per Gallon	*Estimated		Cost Per Gallon	*Estimated		Cost Per Gallon	*Estimated		Cost Per Gallon	
		Gallons Barbour	Gallons Braxton		Gallons Gilmer	Gallons Lewis		Gallons Upshur	Gallons Webster					
<b>Anionic Liquid Asphaltic Emulsion (Spec 705.2)</b>														
1	RS-2	50,000	X	X	35,000	X	X	60,000	X	X	80,000	X	X	40,000
	a) 3000-4000 gallons	X	2.09	2.04	X	2.05	2.06	X	2.06	2.07	X	2.07	X	2.06
	b) 4001-5000 gallons	X	2.09	2.04	X	2.05	2.06	X	2.06	2.07	X	2.07	X	2.06
	c) 5001 or greater	X	2.09	2.04	X	2.05	2.06	X	2.06	2.07	X	2.07	X	2.06
2	HFMS-2	X	X	X	X	X	X	X	X	X	X	X	X	X
3	SS-1h (Diluted)	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Cationic Liquid Asphaltic Emulsion (Spec 705.11)</b>														
4	Polymer Modified CRS-2P	X	X	X	X	X	X	X	X	X	X	X	X	X
			Cost Per 1/4 hour Barbour	Cost Per 1/4 hour Braxton		Cost Per 1/4 hour Gilmer	Cost Per 1/4 hour Lewis		Cost Per 1/4 hour Upshur	Cost Per 1/4 hour Webster				
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	25.00	25.00	X	25.00	25.00	X	25.00	25.00	X	25.00	X	25.00
6	Rental A charge for portable storage tank or "drop" tank trailer	X	0.10	0.10	X	0.10	0.10	X	0.10	0.10	X	0.10	X	0.10
			Lump Sum Barbour	Lump Sum Braxton		Lump Sum Gilmer	Lump Sum Lewis		Lump Sum Upshur	Lump Sum Webster				
7	Return Load Material must be returned through no fault of the vendor	X	1075	1075	X	750	825.00	X	900	1240	X	900	X	1240

Bid Schedule

6612C019

Liquid Asphalt Material F.O.B. Tank Truck Delivery

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District 8 - Pendleton County, Pocahontas County,  
Randolph County and Tucker County

Item Number	Item Description	*Estimated Gallons Pendleton	Cost Per Gallon Pendleton	*Estimated Gallons Pocahontas	Cost Per Gallon Pocahontas	*Estimated Gallons Randolph	Cost Per Gallon Randolph	*Estimated Gallons Tucker	Cost Per Gallon Tucker	
<b>Anionic Liquid Asphaltic Emulsion (Spec 705.2)</b>										
1	RS-2	X	X	X	X	X	X	X	X	
2	HFMS-2	40,000	X	X	X	X	X	X	X	
	a) 3000-4000 gallons	X	2.10	X	X	X	X	X	X	
	b) 4001-5000 gallons	X	2.10	X	X	X	X	X	X	
	c) 5001 or greater	X	2.10	X	X	X	X	X	X	
3	SS-1h (Diluted)	X	X	X	X	X	X	X	X	
<b>Cationic Liquid Asphaltic Emulsion (Spec 705.11)</b>										
4	Polymer Modified CRS-2P	20,000	X	25,000	X	40,000	X	50,000	X	
	a) 3000-4000 gallons	X	2.39	X	2.39	X	2.39	X	2.39	
	b) 4001-5000 gallons	X	2.39	X	2.39	X	2.39	X	2.39	
	c) 5001 or greater	X	2.39	X	2.39	X	2.39	X	2.39	
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	25.00	X	25.00	X	25.00	X	25.00	
6	Rental A charge for portable storage tank or "drop" tank trailer	X	0.15	X	0.15	X	0.15	X	0.15	
7	Return Load Material must be returned through no fault of the vendor	X	1500	X	1500.00	X	1125	X	1125.00	

Bid Schedule

6612C019

Liquid Asphalt Material F.O.B. Tank Truck Delivery

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District 9 - Fayette County, Greenbrier County, Monroe County, Nicholas County and Summers County

Item Number	Item Description	*Estimated Gallons Fayette	Cost Per Gallon Fayette	*Estimated Gallons Greenbrier	Cost Per Gallon Greenbrier	*Estimated Gallons Monroe	Cost Per Gallon Monroe	*Estimated Gallons Nicholas	Cost Per Gallon Nicholas	*Estimated Gallons Summers	Cost Per Gallon Summers
1	RS-2	X	X	92,000	X	X	X	X	X	20,000	X
	a) 3000-4000 gallons	X	X	X	X	X	X	X	X	X	X
	b) 4001-5000 gallons	X	X	X	X	X	X	X	X	X	X
	c) 5001 or greater	X	X	X	X	X	X	X	X	X	X
2	HFMS-2	X	X	X	X	X	X	X	X	X	X
3	SS-1h (Diluted)	X	X	X	X	X	X	X	X	X	X
<b>Cationic Liquid Asphaltic Emulsion (Spec 705.11)</b>											
4	Polymer Modified CRS-2P	X	X	X	X	X	X	6,000	X	X	X
	a) 3000-4000 gallons	X	X	X	X	X	X	X	2.39	X	X
	b) 4001-5000 gallons	X	X	X	X	X	X	X	2.39	X	X
	c) 5001 or greater	X	X	X	X	X	X	X	2.39	X	X
			Cost Per 1/4 hour Fayette		Cost Per 1/4 hour Greenbrier		Cost Per 1/4 hour Monroe		Cost Per 1/4 hour Nicholas		Cost Per 1/4 hour Summers
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	X	X	X	X	X	X	25.00	X	X
			Cost Per Gallon Fayette		Cost Per Gallon Greenbrier		Cost Per Gallon Monroe		Cost Per Gallon Nicholas		Cost Per Gallon Summers
6	Rental A charge for portable storage tank or "drop" tank trailer	X	X	X	X	X	X	X	0.15	X	X
			Lump Sum Fayette		Lump Sum Greenbrier		Lump Sum Monroe		Lump Sum Nicholas		Lump Sum Summers
7	Return Load Material must be returned through no fault of the vendor	X	X	X	X	X	X	X	1200.00	X	X





**TYPICAL WVDOH DELIVERY POINTS, DELIVERY CONTACTS, AND INVOICING ADDRESSES**

Delivery Address	Delivery Contact	Delivery Contact Phone Number	Invoicing Address
WVDOH - D1 Sign Shop 75 Pickens Rd. Nitro, WV 25143	Jim Russell	304-759-0708 304-558-3001*	WVDOH - D1 Headquarters 1334 Smith Street Charleston, WV 25301
WVDOH - D2 Sign Shop 801 Madison Ave. Huntington, WV 25704	Dale Kennedy	304-528-5906 304-528-5600*	WVDOH - D2 Headquarters 801 Madison Avenue Huntington, WV 25712
WVDOH - D3 Sign Shop 720 Depot St. Parkersburg, WV 26101	Tom Potts	304-420-4815 304-420-4645*	WVDOH - D3 Headquarters 624 Depot Street Parkersburg, WV 26102
WVDOH - D4 Sign Shop US-19 - 1 mile N. of Clarksburg (gore yard) Clarksburg, WV 26301	Rick Reed	304-627-2401 304-842-1500*	WVDOH - D4 Headquarters I-79 & Meadowbrook Road Clarksburg, WV 26302
WVDOH - D5 Sign Shop US-50 - 14 miles E. of Keyser Burlington, WV 26710	Doug Placka	304-289-3521 304-289-3521*	WVDOH - D5 Headquarters P.O. Box 99 (Route 50) Burlington, WV 26710
WVDOH District 6 Sign Shop 1 DOT Drive, Bldg. 3 Moundsville, WV 26041	Jim Wurtzbacher	304-843-3658 304-238-4008*	WVDOH - D6 Headquarters 1 DOT Drive Moundsville, WV 26041
WVDOH - D7 Sign Shop US-33 - 1/2 mile E. of Weston Weston, WV 26452	Tyrone Campbell	304-269-0460 304-269-0414*	WVDOH - D7 Headquarters 255 Depot Street Weston, WV 26452
WVDOH - D8 Sign Shop Rt. 219 - 1 mile N. of Elkins Elkins, WV 26241	Mike Westfall	304-637-0215 304-637-0220*	WVDOH - D8 Headquarters US 219 North Elkins, WV 26241
WVDOH - D9 Sign Shop US-219 - 1-1/2 miles N. of Lewisburg Country Club Rd. - Brush Rd. Lewisburg, WV 24901	Harry Perkins	304-647-7551 304-647-7450*	WVDOH - D9 Headquarters 103 1/2 Church Street Lewisburg, WV 24901
WVDOH - D10 Sign Shop 270 Hardwood Lane Princeton, WV 24740	Curtis Whitlow	304-487-5283 304-487-5228*	WVDOH - D10 Headquarters 270 Hardwood Lane Princeton, WV 24740
WVDOH - Traffic Services Complex 180 Dry Branch Rd. Charleston, WV 25306	Chuck Swigger Bruce Miller	304-558-6356 304-558-9454	WVDOH - Traffic Engineering Div. Bldg. 5 - Room A550 1900 Kanawha Blvd. E. Charleston, WV 25305

\* District/Division headquarters phone number

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 exceed 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 SIGNATURE**

Vendor's Name: ASPHALT MATERIALS, INC.

Authorized Signature:  Date: 2/28/12

State of OHIO

County of WASHINGTON, to-wit:

Taken, subscribed, and sworn to before me this 28<sup>th</sup> day of FEBRUARY, 2012.

My Commission expires NOVEMBER 1, 2014.

**AFFIX SEAL HERE**

NOTARY PUBLIC 