



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

\*216135836      717-264-5051  
 HAMMAKER EAST LTD  
 1514 BLACK GAP RD  
  
 FAYETTEVILLE PA 17222

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		
<p>LIQUID ASPHALT MATERIAL</p> <p>OPEN END</p> <p>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.</p> <p>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.</p> <p>DEADLINE FOR TECHNICAL QUESTIONS IS 02/16/12 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 3</p> <p>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</p>						

RECEIVED  
 2012 FEB 27 AM 10:30  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alan Cummings</i>	TELEPHONE 717-352-8995	DATE February 21, 2012
TITLE President	FEIN 25-1681833	ADDRESS CHANGES TO BE NOTED ABOVE

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.

### 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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 Purchasing Division  
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<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 <i>Jeffrey A. Decker</i>	TELEPHONE 717-352-8995	DATE February 21, 2012
TITLE President	FEIN 25-1681833	ADDRESS CHANGES TO BE NOTED ABOVE

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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 <i>Jeff D. Decker</i>	TELEPHONE 717-352-8995	DATE February 21, 2012
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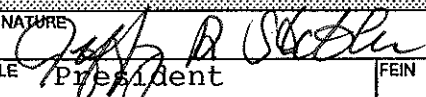
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<p>THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">             SIGNATURE            Hammaker East, LTD.            COMPANY            February 21, 2012            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">           DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130         </p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 717-352-8995	DATE February 21, 2012
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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>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ALAN CUMMINGS</p> <p>RFQ. NO.: 6612C019</p> <p>BID OPENING DATE: 2/29/12</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            -----            717- 352-8187            -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):            -----            Jeffrey A. Statler            -----</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:            (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERE TO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jeffrey A. Statler</i>	TELEPHONE 717-352-8995	DATE February 21, 2012
TITLE President	FEIN 25-1681833	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.

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	
	b) 4001-5000 gallons	
	c) 5001 or greater	
2	HFMS-2	X
	a) 3000-4000 gallons	
	b) 4001-5000 gallons	
	c) 5001 or greater	
3	SS-1h (Diluted)	X
	a) 3000-4000 gallons	
	b) 4001-5000 gallons	
	c) 5001 or greater	
<b>Cationic Liquid Asphaltic Emulsion (Spec 705.11)</b>		
4	Polymer Modified CRS-2P	X
	a) 3000-4000 gallons	2.25
	b) 4001-5000 gallons	2.25
	c) 5001 or greater	2.25
Plant	Hammaker East, LTD.	
Location	118 Siloam Road - Chambersburg, PA	

NOTE: Vendor should type Bid Schedule

Vendor should submit copy of a current Certificate of Liability Insurance and WV Workers' Compensation with bid.

The "Bid Schedule" is available for download on Purchasing's Web site at [www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase)

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	
	b) 4001-5000 gallons	
	c) 5001 or greater	
2	HFMS-2	X
	a) 3000-4000 gallons	
	b) 4001-5000 gallons	
	c) 5001 or greater	
3	SS-1h (Diluted)	X
	a) 3000-4000 gallons	
	b) 4001-5000 gallons	
	c) 5001 or greater	
<b>Cationic Liquid Asphaltic Emulsion (Spec 705.11)</b>		
4	Polymer Modified CRS-2P	X
	a) 3000-4000 gallons	2.25
	b) 4001-5000 gallons	2.25
	c) 5001 or greater	2.25
Plant	Hammer East, LTD.	
Location	118 Sliam Road - Chambersburg, PA 17201	

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

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

\*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.

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		X	X	X		X	X
	b) 4001-5000 gallons	X	X	X		X	X	X		X	X
	c) 5001 or greater	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	6,000	X	X	X	6,000	X	X	X
	a) 3000-4000 gallons	X	X	X		X	X	X		X	X
	b) 4001-5000 gallons	X	X	X		X	X	X		X	X
	c) 5001 or greater	X	X	X		X	X	X		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	X	X	X		X	X	X		X	X
	A charge for each additional 1/4 hour after the first free 2 hours.										
			Cost Per Gallon Boone		Cost Per Gallon Clay		Cost Per Gallon Kanawha		Cost Per Gallon Mason		Cost Per Gallon Putnam
6	Rental	X	X	X		X	X	X		X	X
	A charge for portable storage tank or "drop" tank trailer										
			Lump Sum Boone		Lump Sum Clay		Lump Sum Kanawha		Lump Sum Mason		Lump Sum Putnam
7	Return Load	X	X	X		X	X	X		X	X
	Material must be returned through no fault of the vendor										

Liquid Asphalt Material F.O.B. Tank Truck Delivery  
 District 2 - Cabell County, Lincoln County, Logan County,  
 Mingo County and Wayne County

\*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.

Item Number	Item Description	*Estimated Gallons Cabell	Cost Per Gallon Cabell	*Estimated Gallons Lincoln	Cost Per Gallon Lincoln	*Estimated Gallons Logan	Cost Per Gallon Logan	*Estimated Gallons Mingo	Cost Per Gallon Mingo	*Estimated Gallons Wayne	Cost Per Gallon Wayne
<b>Antonic Liquid Asphaltic Emulsion (Spec 705.2)</b>											
1	RS-2	15,000	X	15,000	X	15,000	X	15,000	X	15,000	X
	a) 3000-4000 gallons	X		X		X		X		X	
	b) 4001-5000 gallons	X		X		X		X		X	
	c) 5001 or greater	X		X		X		X		X	
2	HEMS-2	6,000	X	6,000	X	6,000	X	6,000	X	6,000	X
	a) 3000-4000 gallons	X		X		X		X		X	
	b) 4001-5000 gallons	X		X		X		X		X	
	c) 5001 or greater	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	X	X	X	X
			Cost Per 1/4 hour Cabell		Cost Per 1/4 hour Lincoln		Cost Per 1/4 hour Logan		Cost Per 1/4 hour Mingo		Cost Per 1/4 hour Wayne
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X		X		X		X		X	
			Cost Per Gallon Cabell		Cost Per Gallon Lincoln		Cost Per Gallon Logan		Cost Per Gallon Mingo		Cost Per Gallon Wayne
6	Rental A charge for portable storage tank or "drop" tank trailer	X		X		X		X		X	
			Lump Sum Cabell		Lump Sum Lincoln		Lump Sum Logan		Lump Sum Mingo		Lump Sum Wayne
7	Return Load Material must be returned through no fault of the vendor	X		X		X		X		X	

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Item Number	Item Description	*Estimated Calhoun		*Estimated Jackson		*Estimated Pleasants		*Estimated Ritchie		*Estimated Roane		*Estimated Wirt		*Estimated Wood	
		Gallons	Cost Per Gallon	Gallons	Cost Per Gallon	Gallons	Cost Per Gallon	Gallons	Cost Per Gallon	Gallons	Cost Per Gallon	Gallons	Cost Per Gallon	Gallons	Cost Per Gallon
Anionic Liquid Asphaltic Emulsion (Spec 705.2)															
1	RS-2	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	a) 3000-4000 gallons	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	b) 4001-5000 gallons	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	c) 5001 or greater	X	X	X	X	X	X	X	X	X	X	X	X	X	X
2	HEMS-2	40,000	X	50,000	X	10,000	X	10,000	X	50,000	X	X	30,000	X	X
	a) 3000-4000 gallons	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	b) 4001-5000 gallons	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	c) 5001 or greater	X	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	15,000	X
	a) 3000-4000 gallons	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	b) 4001-5000 gallons	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	c) 5001 or greater	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Cationic Liquid Asphaltic Emulsion (Spec 705.11)															
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		X		X		X		X		X		X		X
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X		X		X		X		X		X		X	
	Cost Per 1/4 hour Calhoun		X		X		X		X		X		X		X
	Cost Per 1/4 hour Jackson				X		X		X		X		X		X
	Cost Per 1/4 hour Pleasants						X		X		X		X		X
	Cost Per 1/4 hour Ritchie								X		X		X		X
	Cost Per 1/4 hour Roane										X		X		X
	Cost Per 1/4 hour Wirt												X		X
	Cost Per 1/4 hour Wood														X
6	Rental A charge for portable storage tank or "drop" tank trailer	X		X		X		X		X		X		X	
	Cost Per Gallon Calhoun		X		X		X		X		X		X		X
	Cost Per Gallon Jackson				X		X		X		X		X		X
	Cost Per Gallon Pleasants						X		X		X		X		X
	Cost Per Gallon Ritchie								X		X		X		X
	Cost Per Gallon Roane										X		X		X
	Cost Per Gallon Wirt												X		X
	Cost Per Gallon Wood														X
7	Return Load Material must be returned through no fault of the vendor	X		X		X		X		X		X		X	
	Lump Sum Calhoun		X		X		X		X		X		X		X
	Lump Sum Jackson				X		X		X		X		X		X
	Lump Sum Pleasants						X		X		X		X		X
	Lump Sum Ritchie								X		X		X		X
	Lump Sum Roane										X		X		X
	Lump Sum Wirt												X		X
	Lump Sum Wood														X



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

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

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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		
		Gallons	Doddridge	Gallon	Doddridge	Gallons	Harrison	Gallon	Harrison	Gallons	Marion	Gallon	Marion	Gallons	Monongalia	Gallon	Monongalia	Gallons	Preston	Gallon	Preston	Gallons	Taylor	Gallon	Taylor	
Anionic Liquid Asphaltic Emulsion (Spec 705.2)																										
1	RS-2	15,000	X	30,000	X	30,000	X	30,000	X	30,000	X	30,000	X	30,000	X	15,000	X									
	a) 3000-4000 gallons	X		X		X		X		X		X		X		X		X		X		X		X		X
	b) 4001-5000 gallons	X		X		X		X		X		X		X		X		X		X		X		X		X
	c) 5001 or greater	X		X		X		X		X		X		X		X		X		X		X		X		X
2	HEMS-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
Cationic Liquid Asphaltic Emulsion (Spec 705.11)																										
4	Polymer Modified CRS-2P	X		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		X		X		X		X		X		X		X		X		X		X		X		X
6	Rental A charge for portable storage tank or "drop" tank trailer	X		X		X		X		X		X		X		X		X		X		X		X		X
			Cost Per Gallon Doddridge				Cost Per Gallon Harrison				Cost Per Gallon Marion				Cost Per Gallon Monongalia				Cost Per Gallon Preston				Cost Per Gallon Taylor			
			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		X		X		X		X		X		X		X		X		X		X		X		X

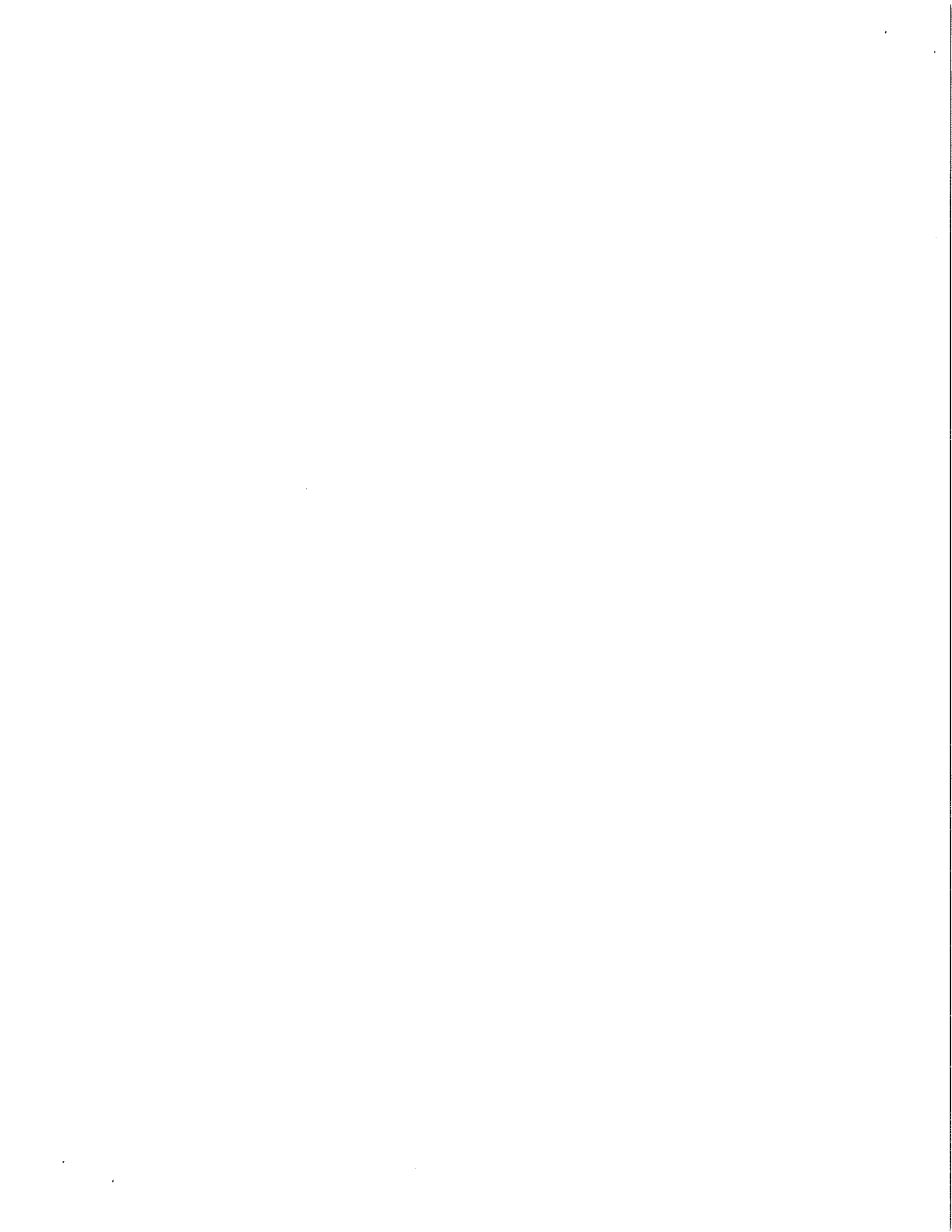
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Item Number	Item Description	*Estimated Gallons Berkeley	Cost Per Gallon Berkeley	*Estimated Gallons Grant	Cost Per Gallon Grant	*Estimated Gallons Hampshire	Cost Per Gallon Hampshire	*Estimated Gallons Hardy	Cost Per Gallon Hardy	*Estimated Gallons Jefferson	Cost Per Gallon Jefferson	*Estimated Gallons Mineral	Cost Per Gallon Mineral	*Estimated Gallons Morgan	Cost Per Gallon Morgan
<b>Cationic Liquid Asphaltic Emulsion (Spec 705.11)</b>															
1	RS-2	X	X	X	X	X	X	X	X	X	X	X	X	X	X
2	HFMS-2	X	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	X
4	Polymer Modified CRS-2P	90,000	X	60,000	X	60,000	X	100,000	X	30,000	X	75,000	X	40,000	X
	a) 3000-4000 gallons	X	2.45	X	2.47	X	2.47	X	2.47	X	2.45	X	2.47	X	2.45
	b) 4001-5000 gallons	X	2.40	X	2.42	X	2.42	X	2.42	X	2.40	X	2.42	X	2.40
	c) 5001 or greater	X	2.35	X	2.37	X	2.37	X	2.37	X	2.35	X	2.37	X	2.35
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	50.00	X	50.00	X	50.00	X	50.00	X	50.00	X	50.00	X	50.00
6	Rental A charge for portable storage tank or "drop" tank trailer	X	0.11	X	0.11	X	0.11	X	0.11	X	0.11	X	0.11	X	0.11
			Lump Sum Berkeley		Lump Sum Grant		Lump Sum Hampshire		Lump Sum Hardy		Lump Sum Jefferson		Lump Sum Mineral		Lump Sum Morgan
7	Return Load Material must be returned through no fault of the vendor	X	550.00	X	640.00	X	640.00	X	640.00	X	575.00	X	635.00	X	550.00



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Item Number	Item Description	*Estimated Gallons Brooke		*Estimated Gallons Hancock		*Estimated Gallons Marshall		*Estimated Gallons Ohio		*Estimated Gallons Tyler		*Estimated Gallons Wetzel	
		Gallons	Cost Per Gallon	Gallons	Cost Per Gallon	Gallons	Cost Per Gallon	Gallons	Cost Per Gallon	Gallons	Cost Per Gallon	Gallons	Cost Per Gallon
<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	X	15,000	X	20,000	X	15,000	X	15,000	X	15,000	X
	a) 3000-4000 gallons	X		X		X		X		X		X	
	b) 4001-5000 gallons	X		X		X		X		X		X	
	c) 5001 or greater	X		X		X		X		X		X	
3	SS-1h (Diluted)	3,000	X	3,000	X	3,000	X	3,000	X	3,000	X	3,000	X
	a) 3000-4000 gallons	X		X		X		X		X		X	
	b) 4001-5000 gallons	X		X		X		X		X		X	
	c) 5001 or greater	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 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		X		X		X		X		X	
			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		X		X		X		X		X	
			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		X		X		X		X		X	



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

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

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Item Number	Item Description	*Estimated Barbour		*Estimated Braxton		*Estimated Gilmer		*Estimated Lewis		*Estimated Upshur		*Estimated Webster	
		Gallons	Cost Per Gallon	Gallons	Cost Per Gallon	Gallons	Cost Per Gallon	Gallons	Cost Per Gallon	Gallons	Cost Per Gallon	Gallons	Cost Per Gallon
Anionic Liquid Asphaltic Emulsion (Spec 705.2)													
1	RS-2	50,000	X	35,000	X	40,000	X	60,000	X	80,000	X	40,000	X
	a) 3000-4000 gallons	X		X		X		X		X		X	
	b) 4001-5000 gallons	X		X		X		X		X		X	
	c) 5001 or greater	X		X		X		X		X		X	
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
Cationic Liquid Asphaltic Emulsion (Spec 705.11)													
4	Polymer Modified CRS-2P	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		X		X		X		X		X	
			Cost Per Gallon Barbour		Cost Per Gallon Braxton		Cost Per Gallon Gilmer		Cost Per Gallon Lewis		Cost Per Gallon Upshur		Cost Per Gallon Webster
6	Rental A charge for portable storage tank or "drop" tank trailer	X		X		X		X		X		X	
			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		X		X		X		X		X	



Bid Schedule

6612C019

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

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

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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		X		X		X		
	b) 4001-5000 gallons	X		X		X		X		
	c) 5001 or greater	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	2.53	X	2.53	X	2.53	X	2.53	
	b) 4001-5000 gallons	X	2.47	X	2.47	X	2.47	X	2.47	
	c) 5001 or greater	X	2.41	X	2.41	X	2.41	X	2.41	
			Cost Per 1/4 hour Pendleton		Cost Per 1/4 hour Pocahontas		Cost Per 1/4 hour Randolph		Cost Per 1/4 hour Tucker	
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	50.00	X	50.00	X	50.00	X	50.00	
			Cost Per Gallon Pendleton		Cost Per Gallon Pocahontas		Cost Per Gallon Randolph		Cost Per Gallon Tucker	
6	Rental A charge for portable storage tank or "drop" tank trailer	X	0.11	X	0.11	X	0.11	X	0.11	
			Lump Sum Pendleton		Lump Sum Pocahontas		Lump Sum Randolph		Lump Sum Tucker	
7	Return Load Material must be returned through no fault of the vendor	X	750.00	X	750.00	X	750.00	X	750.00	



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

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

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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	
	b) 4001-5000 gallons	X	X	X		X	X	X	X	X	
	c) 5001 or greater	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	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
			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	
			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	
			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	

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

District 10 - McDowell County, Mercer County,  
Raleigh County and Wyoming County

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Item Number	Item Description	*Estimated Gallons McDowell	Cost Per Gallon McDowell	*Estimated Gallons Mercer	Cost Per Gallon Mercer	*Estimated Gallons Raleigh	Cost Per Gallon Raleigh	*Estimated Gallons Wyoming	Cost Per Gallon Wyoming	
<b>Anionic Liquid Asphaltic Emulsion (Spec 705.2)</b>										
1	RS-2	50,000	X	50,000	X	50,000	X	50,000	X	
	a) 3000-4000 gallons	X		X		X		X		
	b) 4001-5000 gallons	X		X		X		X		
	c) 5001 or greater	X		X		X		X		
2	HFMS-2	20,000	X	20,000	X	20,000	X	20,000	X	
	a) 3000-4000 gallons	X		X		X		X		
	b) 4001-5000 gallons	X		X		X		X		
	c) 5001 or greater	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	X	X	X	X	X	X	X	X	
			Cost Per 1/4 hour McDowell		Cost Per 1/4 hour Mercer		Cost Per 1/4 hour Raleigh		Cost Per 1/4 hour Wyoming	
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X		X		X		X		
			Cost Per Gallon McDowell		Cost Per Gallon Mercer		Cost Per Gallon Raleigh		Cost Per Gallon Wyoming	
6	Rental A charge for portable storage tank or "drop" tank trailer	X		X		X		X		
			Lump Sum McDowell		Lump Sum Mercer		Lump Sum Raleigh		Lump Sum Wyoming	
7	Return Load Material must be returned through no fault of the vendor	X		X		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 1-79 & 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

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

- 2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

- 3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

- 4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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: Hammaker East, LTD.

Authorized Signature: *[Signature]* Date: February 21, 2012

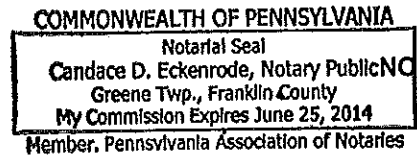
State of Pennsylvania

County of Franklin, to-wit:

Taken, subscribed, and sworn to before me this 21 day of February, 2012.

My Commission expires \_\_\_\_\_, 20  .

AFFIX SEAL HERE



NOTARY PUBLIC *Candace D. Eckenrode*

**Please use this document for technical questions, posing in a question format**

**Please refer to the section your question is in reference to.**

Technical questions for RFQ# \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Questions:

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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).

<b>PRODUCER</b> Huntington Insurance, Inc. 310 Grant Street, 2nd floor Pittsburgh, PA 15219 412 667-6500	<b>CONTACT NAME:</b> Mary Ann Masullo		
	<b>PHONE (A/C, No, Ext):</b> 412-667-6544	<b>FAX (A/C, No):</b> 877-489-9126	
	<b>E-MAIL ADDRESS:</b> maryann.masullo@huntington.com		
<b>INSURED</b> Hammaker East, LTD 285 Kappa Drive, Suite 300 Pittsburgh, PA 15238	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Old Republic		24147
	<b>INSURER B:</b> American Guarantee & Liab. Co.		26247
	<b>INSURER C:</b> Travelers Property Casualty Co.		25674
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**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.

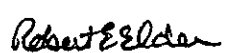
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			MWZY59248	05/31/2011	05/31/2012	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> BI/PD Ded:\$10,000						PERSONAL & ADV INJURY	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY			MWTB21336 Comp Ded-\$1,000 Coll Ded-\$1,000	05/31/2011	05/31/2012	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB			AUC378332211	05/31/2011	05/31/2012	EACH OCCURRENCE	\$20,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$20,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$0							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC11709300	05/31/2011	05/31/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Rented Equipment			QT6609513C484TIL12	01/01/2012	01/01/2013	\$500,000 Each Item	

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

Hammaker East LTD - Liquid Asphalt Material

**CERTIFICATE HOLDER**

**CANCELLATION**

State of West Virginia Dept. of Administration 2019 Washington Street East Charleston, WV 25305	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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