

**Purchasing Divison** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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

Proc Folder: 73214

Doc Description: ADDENDUM 2 INFO ON REQUIRED DOCUMENTS BITUMINOUS ASPHALT

Proc Type: Central Master Agreement

**Date Issued** Solicitation Closes Solicitation No Version 2015-02-25 2015-03-04 **CRFQ** 0803 DOT1500000055 5 13:30:00

#### **BID RECEIVING LOCATION**

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

#### VENDOR

Vendor Name, Address and Telephone Number:

New Enterprise Stone & Lime Co., Inc.

New Enterprise, PA 16664

Phone #:814-766-2211

Fax #:814-766-4402

Email: sales@nesl.com

03/02/15 09:59:05 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Angela Moorman (304) 558-9427

angie.j.moorman@wv.gov

Signature X

FEIN # 23-1374051

DATE February 25, 2015

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

James/B. Barley, Vice President - Sales

Page: 1

FORM ID: WV-PRC-CRFQ-001

INVOICE TO		SHIP TO		
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999	
US		us		

Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
BITUMINOUS ASPHALT				
			Ty Cincipate	Ty Officiose Official

Comm Code	Manufacturer	Specification	Model #	
30121601				

**Extended Description:** 

BITUMINOUS ASPHALT

	Document Phase	<b>Document Description</b>	Page 3
DOT1500000055	Final	ADDENDUM 2 INFO ON REQUIRED DO	of 3
	F-	CUMENTS BITUMINOUS ASPHALT	

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

#### **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

- REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation
  for bids. Please read these instructions and all documents attached in their entirety. These
  instructions provide critical information about requirements that if overlooked could lead to
  disqualification of a Vendor's bid. All bids must be submitted in accordance with the
  provisions contained in these instructions and the Solicitation. Failure to do so may result in
  disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3.	<b>PREBID MEETING:</b> The item identified below shall apply to this Solicitation.
	☐ A pre-bid meeting will not be held prior to bid opening.
	A NON-MANDATORY PRE-BID meeting will be held at the following place and time:
	February 20, 2015 at 10:00 AM EST
	Building 15, 1st Floor Conference Room
	2019 Washington Street, East
	Charleston, WV 25305
	Attendance is not mandatory, but highly recommended
	A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: February 24, 2015 at 5:00 PM EST

Submit Questions to: Crystal Rink 2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: crystal.g.rink@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: BUYER: SOLICITATION NO.: BID OPENING DATE: BID OPENING TIME: FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and choses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

March 4, 2015 at 1:30 PM EST

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

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

- 9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

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

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

#### **GENERAL TERMS AND CONDITIONS:**

- CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - **2.1.** "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - **2.2.** "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - **2.3.** "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - **2.4.** "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - **2.5.** "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - **2.6.** "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - **2.8.** "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3	. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
	✓ Term Contract
	Initial Contract Term: This Contract becomes effective on award and extends for a period of one (1) year year(s).
	Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.
	<b>Delivery Order Limitations:</b> In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
	Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
	Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within
	One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
	Other: See attached.

- 4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
- 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
  - Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
- 6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- 7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
- **8. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percer (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide performance bond in the amount of The performance bond must be received by the Purchasing Division prior to Contract award. O construction contracts, the performance bond must be 100% of the Contract value.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond i replaces. A letter of credit submitted in lieu of a performance and labor/material paymen bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more.
Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

re	The apparent successful Vendor shall also furnish proof of any additional insurance equirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.
ui ap ce	ICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required ander the Section entitled Licensing, of the General Terms and Conditions, the opparent successful Vendor shall furnish proof of the following licenses, extifications, and/or permits prior to Contract award, in a form acceptable to the urchasing Division.
	]
	]
	]
cer	ne apparent successful Vendor shall also furnish proof of any additional licenses or retifications contained in the specifications prior to Contract award regardless of nether or not that requirement is listed above.
comply wit	RS' COMPENSATION INSURANCE: The apparent successful Vendor shall the laws relating to workers compensation, shall maintain workers' compensation when required, and shall furnish proof of workers' compensation insurance upon
protest of a lowest bid a forfeited if purpose, ind needless ex Purchasing check payal with and he	an award to submit a litigation bond in the amount equal to one percent of the submitted or \$5,000, whichever is greater. The entire amount of the bond shall be the hearing officer determines that the protest was filed for frivolous or improper cluding but not limited to, the purpose of harassing, causing unnecessary delay, or expense for the Agency. All litigation bonds shall be made payable to the Division. In lieu of a bond, the protester may submit a cashier's check or certified ble to the Purchasing Division. Cashier's or certified checks will be deposited bld by the State Treasurer's office. If it is determined that the protest has not been volous or improper purpose, the bond or deposit shall be returned in its entirety.
11. LIQUIDAT	TED DAMAGES: Vendor shall pay liquidated damages in the amount of
for n/a	
This clause right to purs	shall in no way be considered exclusive and shall not limit the State or Agency's sue any other available remedy.

- 12. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE: On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <a href="http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx">http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx</a>. Vendor shall be responsible for ensuring compliance with

- prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 29. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.
- 30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to an y person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- **40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
  - Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <a href="mailto:purchasing.requisitions@wv.gov">purchasing.requisitions@wv.gov</a>.
- 41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

#### CERTIFICATIONAND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

New Enterprise Stone & Lime Co., Inc.

(Company)

814-766-2211

(Authorized Signature) (Representative Name, Title) James B. Barley, Vice President - Sales

8-14766-4402 February 24,2015

(Phone Number) (Fax Number) (Date)

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT1500000055

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

	Jumbers Received: ox next to each addendum rec	eived)		
X	Addendum No. 1		Addendum No. 6	
X	Addendum No. 2		Addendum No. 7	
	Addendum No. 3		Addendum No. 8	
	Addendum No. 4		Addendum No. 9	
	Addendum No. 5		Addendum No. 10	
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.				
New Enterpri	ise Stone & Lime Co., Inc.			
Authorized Signature James B. Barley, Vice President - Sales February 24, 2015 Date				
NOTE: This document proc	addendum acknowledgeme essing.	nt shou	ld be submitted with the bid to expedite	

#### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Bituminous Asphalt for use on maintenance and repair projects throughout the state of West Virginia for pickup by West Virginia Division of Highways forces from the Vendor's plant.
- **2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - **2.1** "Contract Item" or "Contract Items" means the list of items identified in Section 3.2.
  - **2.2** "Pricing Pages" means the schedule of prices attached hereto as Exhibit A and used to evaluate the Solicitation responses.
  - **2.3** "Solicitation" means the official notice of an opportunity to supply the State with goods or services.
  - **2.4** "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
  - 2.5 "Hot Mix Asphalt", "HMA", "Warm Mix Asphalt" and "WMA" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications, shall mean Bituminous Asphalt per Section, Division 400, page 37, of the 2015 Supplemental Specifications and referenced as "Asphalt" throughout this Solicitation.
  - 2.6 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
  - 2.7 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications.

#### 3. GENERAL REQUIREMENTS:

3.1 The following sections of the Standard Specs shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.12, 107.14, 107.19, 107.20, 107.23, 108.8, 109.1, 109.2, 109.9, 109.10, 401.4.2.1 and 401.9.3.

A complete hard-copy of these Standard Specs may be obtained from:

West Virginia Division of Highways Contract Administration Division Building 5, Room 722 1900 Kanawha Boulevard, East Charleston, West Virginia 25305 (Phone) 304-558-2885

An electronic copy of these Standard Specs may be obtained by sourcing: http://www.transportation.wv.gov/highways/Contractadmin/specifications/2010StandSpec/Pages/default.aspx

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

  Contract Items must meet or exceed the mandatory requirements as shown below.
  - **3.2.1 Materials:** Items A through O on the Pricing Sheet are considered Materials.
  - 3.2.2 Plant Run: Item P shall meet the Standard Specs and specifications of adjacent state highway departments or specifications acceptable to the WVDOH District Engineer for similar material as bid in Items A through O. The WVDOH may purchase Asphalt from the Vendor's plant. The Vendor shall bid Item P as F.O.B Vendor's Plant including the loading of the WVDOH owned or rented trucks along with the furnishing of a coating solution in accordance with Section 401.9.7 of the Standard Specs. Plant Run shall not be requested except when determined by the WVDOH District Engineer that all other equivalent items of material are not available, then only on a pickup basis.
  - **3.2.3 Performance Grade Binder:** Items Q and R are surcharges to compensate the Vendor for supplying Asphalt when the referenced binder is substituted for the standard binder.
  - 3.2.4 Off-Season Plant Opening: Item AB, if the Vendor is required to open his plant in the off-season to service the needs of the WVDOH, an additional payment will be made for this item. The Vendor will be paid

additional day charge for each additional consecutive day that the plant is open after the first day to service the needs of the WVDOH. If the plant produces no material for any use on any calendar day, either during the week or on the weekend, the WVDOH will pay the first day rate for off-season plant opening on the next day of the WVDOH usage. Payment for this item is subject to the following conditions:

- 3.2.4.1 Payment for this item can only be authorized and made during the winter months, i.e., between December 15<sup>th</sup> and March 15<sup>th</sup>, and then only if the plant would not have otherwise been open. These dates may be revised by the WVDOH District Engineer, if necessary, to meet specific needs in the field. Any such revision of dates will be in writing and shall be attached to the Vendor's invoice at the time payment is requested.
- 3.2.4.2 Payment will always be made at the full contract awarded bid price for the first day of plant opening; however, the amount paid from each additional day of plant opening will be reduced as follows:
  - a) Payment for additional day charge will not be made if the plant has produced over 500 tons on that particular day. If between 300 and 500 tons have been produced, payment for additional day charge will be made equal to one-half of the contract awarded bid price for the additional day charge. The quantity produced to make this determination shall include all material produced that day, which includes tonnage bought by the WVDOH, other local governments and all private work.
  - b) The WVDOH will only pay its share of the amount determined to be due for additional day charge as described above. For example, if the plant produces 375 tons and the WVDOH takes 150 tons of the total, 40% of the plant's daily production, payment for additional day charge would be calculated as follows: Since the total daily production is between 300 and 500 tons, the Vendor is due 50% of the additional day charge. Because the WVDOH's share of this daily production is 40%, the WVDOH would pay 40% of one-half of the additional day charge, or in this case, 20% of the additional day charges.
- 3.2.4.3 A certified statement shall accompany the invoice stating the

total quantity produced on the additional day. If payment does not qualify due to tonnage produced, the next consecutive day of plant operation, if any, will qualify for payment at the additional day rate rather than the first day rate for plant opening.

3.2.5 Vendor's Plant Location: The Vendor <u>shall</u> provide the Vendor's Plant Location on the Information Attachment form for the Plant that will be supplying the materials listed on the Pricing Page. NOTE: Please refer to Section 6.2.1 of these Specifications.

#### 4. PRICE ADJUSTMENTS:

4.1 Price Adjustment of Asphalt Cement: Due to the uncertainty in estimating the cost of petroleum products that will be used during the life of this contract, adjustment in compensation for Contract Items A through P is provided for in the Standard Specs. Refer to the table below:

Item	Description	AC (Average Asphalt Content)
A	Section 401 – Base I	3.9
В	Section 401 – 37.5mm Superpave	3.9
С	Section 401 – Base II	4.9
D	Section 401 – Patch and Level	5.0
E	Section 401 – Wearing IV	4.9
F	Section 402 – Wearing IV	5.3
G	Section 401 – 19mm Superpave	4.9
H	Section 401 – Scratch Course	5.7
I	Section 402 – 9.5mm Superpave	6.2
J	Section 401 – Wearing I	5.9
K	Section 402 – Wearing I	5.9
L	Section 401 – 4.75mm Superpave	7.6
M	Section 402 – 4.75mm Superpave	7.6
N	Section 401 – Wearing III	7.3
O	Section 402 – Wearing III	7.6
P	Plant Run	5.7

**4.2** Price Adjustment of Fuel Oil No. 2 (Diesel Fuel): Due to the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract, adjustment in compensation for Contract Items A through R is provided for in the Standard Specs.

5. ACCEPTANCE PLAN: Quality control at the plant shall be the responsibility of the Vendor and shall meet the requirements of MP 401.03.50. Compaction quality control shall be in accordance with MP 401.05.20. Acceptance testing shall be the responsibility of the WVDOH. Quality assurance of the material shall be as set forth in MP 401.02.27 for Marshall Mix designs or MP 401.02.29 for Superpave mix designs.

#### 6. CONTRACT AWARD:

- **6.1** Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.
- 6.2 Pricing Pages: Vendor should complete the Pricing Pages by providing unit prices per Contract Items requested. Vendors may bid any or all items on the Pricing Pages. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

#### 6.2.1 Vendor Plant Locations:

- 6.2.1.1 The Vendor shall provide the Plant Location information that will be supplying the materials bid on the Pricing Page, on the Information Attachment form. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location address as requested, the Vendor's bid will be disqualified for that bid submission.
- 6.2.1.2 If a Vendor will be supplying materials from multiple Plant
  Locations, and ALL pricing is the same, ALL Plant Locations can
  be listed on one Information Attachment Form and one bid
  submission is acceptable.
- 6.2.1.3 If a Vendor will be supplying materials from multiple Plant
  Locations, at varying prices, additional, separate bid submissions
  must be submitted for each Plant Location bid. Multiple Plant
  Locations, with varying prices, shall be submitted on separate bid
  submissions.
- 6.2.1.4 A bid submission SHALL consist of the Pricing Pages AND the Information Attachment form. Any bid submitting without the Information Attachment form WILL BE DISQUALIFIED.

The Pricing Pages contain a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: <a href="mailto:crystal.g.rink@wv.gov">crystal.g.rink@wv.gov</a>.

date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Maintenance Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Maintenance Division to the Districts and Vendors, any Delivery Order issued toward the 2014 Contracts, #6614C023, shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Delivery Order that has not been completely filled by the Vendors from the 2014 Contract #6614C023 shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from the 2014 Contract #6614C023 should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

7. **DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor per project for individual pick-up repair, paving projects, the WVDOH District Engineer will calculate the lowest overall total cost of the material, Item A through R and the WVDOH's most economical haul cost from the Vendor's plant to the individual paving project. Factors to be considered shall include, but not limited to; bid price of material, haul cost at \$0.25 for each additional ton-mile, loading, transportation delays and availability of material.

#### 8. ORDERING AND PAYMENT:

8.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website.

If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

8.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

#### 9. DELIVERY AND RETURN:

- 9.2 Delivery Time: Vendor shall have materials available for pickup within five (5) working days after orders are received. Vendor shall have emergency orders available for pickup within an agreed upon acceptable timeframe after orders are received. Vendor shall have material available for pickup in accordance with the dates assigned to each project per the Delivery Order and shall not hold orders until a minimum quantity is met.
- 9.3 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- 9.5 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 9.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced

value of the returned items.

#### 10. VENDOR DEFAULT:

- 10.1 The following shall be considered a vendor default under this Contract.
  - **10.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - **10.1.2** Failure to comply with other specifications and requirements contained herein.
  - **10.1.3** Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this Contract.
  - **10.1.4** Failure to remedy deficient performance upon request.
- 10.2 The following remedies shall be available to Agency upon default.
  - 10.2.1 Immediate cancellation of the Contract.
  - **10.2.2** Immediate cancellation of one or more Delivery Orders issued under this Contract.
  - 10.2.3 Any other remedies available in law or equity.

#### 11. MISCELLENOUS:

- 11.1 No Substitutions: The Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 11.2 Vendor Supply: The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.
- 11.3 Reports: The Vendor shall provide quarterly reports and annual summaries to the Agency showing the Contract Items purchased, quantities of Contract Items purchased and the total dollar value of the Contract Items purchased. The Vendor shall also provide reports, upon request, showing the Contract Items purchased during the term of this Contract, the quantity purchased for each of those Contract

Items and the total value of purchases for each of those Contract Items. Failure to supply such reports may be grounds for cancellation of this Contract.

11.4 Contract Manager: During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. The Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Mike Shippy	
Telephone Number:	814-330-4090	
Fax Number:	814-766-0233	
Email Address:	jshippy@nes1.com	

# INFORMATION ATTACHMENT Vendor's Storage Sites Bituminous Asphalt - Materials and Pickup by WVDOH ONLY

VENDOR NAME	New Enterprise Stone & Lime Co., Inc.

Mandatory - Vendor shall complete this form and return with bid submission.

If a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment form and one bid submission is acceptable.

If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate bid submissions must be submitted for each Plant Location bid. Multple Plant Locations with varying prices, shall be submitted on separate bid submissions.

ſ	Vendor's Plant Location:	
	vendors Flam Location;	
	Ashcom, Bedford County	_
	526 Ashcom Road	
1	Everett PA 15537	_
1		-
		-
		-
1	Vendor's Plant Location:	
		7
		1
		1
	Vendor's Plant Location:	
		,
	Vended DL W	
	Vendor's Plant Location:	
		ı

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT1500000055

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

#### Addendum Numbers Received:

(Check the box next to each addendum received)

[	x ]	Addendum No. 1	[	]	Addendum No. 6
[	]	Addendum No. 2	]	]	Addendum No. 7
[	]	Addendum No. 3	]	]	Addendum No. 8
[	]	Addendum No. 4	[	]	Addendum No. 9
[	]	Addendum No. 5	[	]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

New Enterprise Stone & Lime Co., Inc.

Company

Authorized Signature

James B. Barley, Vice President - Sales

February 24, 2015

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012

## SOLICITATION NUMBER: CRFQ DOT1500000055 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

#### Applicable Addendum Category:

	Modify bid opening date and time
1	Modify specifications of product or service being sought
[ <b>√</b> ]	Attachment of vendor questions and responses
[ 🗸 ]	Attachment of pre-bid sign-in sheet
<b>[</b> \[ \]	Correction of error
[ ]	Other

#### **Description of Modification to Solicitation:**

TO ALLOW ONLINE BIDDING

TO PROVIDE ANSWERS TO VENDOR QUESTIONS

PROVIDE PRE-BID MEETING SIGN-IN SHEET

PROVIDE UPDATED PRICING CATALOG

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

### ATTACHMENT A

Bituminous Asphalt -- Materials and pickup by WVDOH forces.

To answer question posed by Vendor:

Question 1

I would like to know if there is a limit on distance the DOH Districts are willing to travel to pick up the material to determine if it is advisable for us to respond to this solicitation.

Response 1

There is no set limit on distance that the DOH Districts are willing to travel to pickup material. Specific circumstances such as, but not limited to, vendor's plant location to a specific project, type of material needed, availably of material needed, etc. can dictate whether the WVDOH forces would need to pickup material rather source the delivery contract.

			- / / / -
	DOT1500000055	Date:	2/20/15
Jescription:	Bituminous Asph	(	Pickyp
PLÉASE PRINT LEGIBLY.	THIS INFORMATION IS ESSENTIAL TO COM IN YOUR COMPANY GETTING IMPORTANT I	ITACT THE ATTENDEES IN A TO BID INFORMATION.	
Firm Name:	WVDOH - Maintenance	Firm Name:	KELLY Pavinos The
Firm Address:	Bldg 5, Room A-350	Firm Address:	P.O. BOX 3666
FIIII Address.	1900 Kanawha Blvd, E Charleston W 25305		Williamstown W 26/87
	Sull ALV .	Represenative Attending:	Chirk Taylor
Represenative Attending:	Syble, Atkins	Phone Number:	304-474-7353
Phone Number:	304-558-9495	Fax Number:	740-373-6505
Fax Number:	CHILL CALVING QUANT ACM	Email Address:	chuckte shelly and sands. com
Email Address:	Syble. a. atkins@wv.gov	Lindi / Ida loos	TO THE COLUMN TH
N	KELLY PANING INC	Firm Name:	Kelly Paving, Inc.
Firm Name:	P.O. 130x 366	Firm Address:	P.D. BOX 366
Firm Address:	Williamstown, WV Z6187		Williamstown W 26187
2			
		Represenative Attending:	Rita Parc
Represenative Attending:	50TT HAMM (304) 424-7353	Phone Number:	304-424-7353
Phone Number:	(304) 424-7353 (740) 373- 6805	Fax Number:	740-373-6505
Fax Number:	5. Homm @ SHELLYAND SAUDS. LON	Email Address:	roarre shelly and sands con
Email Address:	7. Hammed C Street Street Street		
Firm Name:	KELLY PAVING INC	Firm Name:	Stuppt M PORRY INC
Firm Address:	P.O. Box 366	Firm Address:	117 Limestane Lane
Firm Address.	Willianstown, WV 26187		Winchestro VA 22602
	101111 and 101010, 60 1 15 15 15	1 1	
		]	- O C
Represenative Attending:	Tom Williams	Represenative Attending:	I RAN Spielman
Phone Number:	(304)424-7353	Phone Number:	540-662-3431 ext 127
Fax Number:	(140) 37 3-6505	Fax Number:	S40-722-9884 rspielman@stuartmperry.com
Email Address:	twilliems@shellyandsands.com	Email Address:	1 Spielmaning Junis Imperation

Request for Quotation Numb	er:	Date:	2/20/15
Project Description:			
MAY RESULT IN DELAYS  Firm Name: Firm Address:	THIS INFORMATION IS ESSENTIAL TO CONTAIN YOUR COMPANY GETTING IMPORTANT BILL  L.T. VIEW COMPANY COMPAN	Firm Name: GIEE	
Represenative Attending: Phone Number: Fax Number: Email Address:	304-460 7AZS 304-472-8897 = TULDES = 177/1/EN/4 COM	Represenative Attending: Phone Number: Fax Number: Email Address:	304-296-67-35 BO4-864-7235 MMagro @ greerindouries
Firm Name: Firm Address:	GREER INDUSTRIES P.O. BOX 1900 MOREDINTOWN IN SISSES	Firm Name: Firm Address:	GREEN BRIER EXC + Paving In PO Box 277 Ronceverte (U) 24970
Represenative Attending: Phone Number: Fax Number: Email Address:	TIM & GODWIN 304 276-1824 304 864-7735 TEGOWN CERERINDIFIRES.COM	Represenative Attending: Phone Number: Fax Number: Email Address:	304-647-4296 304-645-4610 9200 Wydslinet
Firm Name: Firm Address:	WELL INDUSTRIES, INC UD. BOX 1900 MORGANTOWN, WN 26508	Firm Name: Firm Address:	NEST Vieginia Paving Inc P.O. Box 544 Dunhau WV 25064
Represenative Attending: Phone Number: Fax Number: Email Address:	BOB HENN BOY. 594-1646 364-594-220 BHENNE GREGIND VSTRES, COM	Represenative Attending: Phone Number: Fax Number: Email Address:	1 Jul 8 John 304-168-720-6404 304-768-9351 vjehnson cwopaving cam

Request for Quotation Numl	ber:	Date:	2/20/15
Project Description:			
PLEASE PRINT LEGIBLY. MAY RESULT IN DELAYS	THIS INFORMATION IS ESSENTIAL TO CONTAIN YOUR COMPANY GETTING IMPORTANT BID	ACT THE ATTENDEES IN A 1	TIMELY MANNER. FAILURE TO DO SO
Firm Name:	HEATHER HUFFMAN	Firm Name:	Belt Paving, INC.
Firm Address:	WV Dart	Firm Address:	11521 MiTnor Ave.
			P.O. Box 1002
			Cumberland, MD 21501
Represenative Attending:		Represenative Attending:	Jay Stanislawczyk
Phone Number:	304-558-9430	Phone Number:	361-729-8994
Fax Number:		Fax Number:	301-729-0921
Email Address:	Heather, J. Huffman pow. sov	Email Address:	istan a the beltgroup. com
Firm Name:	MV Paving, Inc.	Firm Name:	WY Puechasing Avision
Firm Address:	2950 Charles Ave.	Firm Address:	0
	Dunbar, WW 25064		
	-		
			(A) (C) ( (A) (A) (A) (A) (A) (A) (A) (A) (A)
Represenative Attending:	Vicki McGrew	Represenative Attending:	Clystal Kink
Phone Number:	304-768-9733	Phone Number:	304 558 2402
Fax Number:	304 - 748 - 935	Fax Number:	304-658-4115
Email Address:	umagreene Mupaving.com	Email Address:	Crystal. g. rink @wga
E' Name	14.0	Firm Name:	Fil S Building & Development IV
Firm Name:	Wu Paving	Firm Address:	10165 Ritter Or
Firm Address:	2950 Charles Ave	Filli Addiess.	Dequer, WU 25813
			DEGUCE 10 - 23 3 . J
Represenative Attending:	Chet Rodahaugh	Represenative Attending:	TAMES brail
Phone Number:	304-768-9733	Phone Number:	304-860-8601
Fax Number:	364-768-9351	Fax Number:	848-753-4546
Email Address:	Crodabaugh @wv paving.com	Email Address:	leather Neck jig @amail.com

Request for Quotation Num	ber:	Date:	2/20/15
Project Description:			
PLEASE PRINT LEGIBLY. MAY RESULT IN DELAYS	THIS INFORMATION IS ESSENTIAL TO CON IN YOUR COMPANY GETTING IMPORTANT B	TACT THE ATTENDEES IN A T BID INFORMATION.	4 1 1 1 1
Firm Name:	WVDOH	Firm Name:	Selesson Asplatt Prod Co
Firm Address:	Bldg 5, Room A-350	Firm Address:	175 John J. Thomas Way
	1900 Kanawha Blud E		Charles Town WV 25414
	Charleston, W 25305		
Represenative Attending:	Kyle Stollings	Represenative Attending:	John J. Thomas Jr
Phone Number:	304 558 2901	Phone Number:	C3047 725-2539
Fax Number:		Fax Number:	(204) 728-8546
Email Address:	W. Kyle. stollings @ WV.gov	Email Address:	Thomas Pjetterson asphalt. Let
Email / tour obo.			
Firm Name:	Cononjevers BSU of in	Firm Name:	
Firm Address:	APKIN DIVISION	Firm Address:	
	2114 Konawya Blut E.		
	charleston, w 25311		
1			
Represenative Attending:	PAPOROUS	Represenative Attending:	
Phone Number:	301 3421166	Phone Number:	
Fax Number:	304 342 321074	Fax Number:	
Email Address:	Pot @asphalturion	Email Address:	
Firm Name:	THORICAN ASALAKOTUK	Firm Name:	
Firm Address:	PA BUX 779 D	Firm Address:	
	Venova, Wil 25530		
	111111		
Represenative Attending:	Robert E. Stoll	Represenative Attending:	
Phone Number:	304-453-6196	Phone Number:	
Fax Number:	304-453-6430	Fax Number:	
Email Address:	robertscott btil live. con	Email Address:	

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT1500000055

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

#### Addendum Numbers Received:

(Check the box next to each addendum received)

ĺ	x ]	Addendum No. 1	Ι	]	Addendum No. 6
	x j	Addendum No. 2	[	]	Addendum No. 7
[	]	Addendum No. 3	I	]	Addendum No. 8
[	]	Addendum No. 4	[	]	Addendum No. 9
[	]	Addendum No. 5	[	]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

New Enterprise Stone & Lime Co., Inc.

Company

Authorized Signature

James B. Barley, Vice President - Sales
February 25, 2015

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012

# SOLICITATION NUMBER: CRFQ DOT1500000055 Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

1	l	Modify bid opening date and time
[	1	Modify specifications of product or service being sought
[	l	Attachment of vendor questions and responses
[	1	Attachment of pre-bid sign-in sheet
[	I	Correction of error

#### Description of Modification to Solicitation:

To provide required document information

[ \ Other

Applicable Addendum Category:

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

### ATTACHMENT A

# Required/Desired Bidding Documents provided by the Vendor to the WV Purchasing Division as pertaining to Solicitation DOT1500000055 Bituminous Asphalt - Materials, Pick Up By Agency

Required do	cuments for electronic bid submission to CRFQ:
1	) Uploaded Complete Pricing Pages/E-Catalog spreadsheet
2	) Uploaded Information Attachment Form
	) Uploaded Certification and Signature Page, signed and dated
4	Vendor Preference Certificate
	ments for electronic bid submission to CRFQ:
1	Addendum Acknowledgement Form
1	Addendum Acknowledgement Form From the Contract Specifications, Section 11.4 Contract
2	Addendum Acknowledgement Form

	d documents for hard-copy bid submission to CRFQ:  1) Complete Pricing Pages/E-Catalog spreadsheet
	2) Information Attachment Form
	3) Signed, FEIN# and dated page 1, Face-Page of the Request for Quotation
	and/or the Certification and Signature Page, signed and dated
	4) Vendor Preference Certificate
esired	documents for hard-copy bid submission to CRFQ:
	Addendum Acknowledgement Form
	2) From the Contract Specifications, Section 11.4 Contract
	Manager's contact information
	3) Purchasing Affidavit (is required in order to award, but not to bid)
	4) Certificate of Liability Insurance

#### WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

#### **DIVISION OF HIGHWAYS**

#### SPECIAL PROVISION

FOR

STATE PROJECT NUMBER:	
FEDERAL PROJECT NUMBER:	

#### **SECTION 401**

# ASPHALT BASE, WEARING, AND PATCHING AND LEVELING COURSES

#### ADD THE FOLLOWING SUBSECTION TO THE SECTION

401.4.3 – Increase of Reclaimed Asphalt Pavement (RAP) in Asphalt Concrete Mixes: This Special Provision has been written to address the use of increased amounts of reclaimed asphalt pavement (RAP) used within mixes produced for projects in the WVDOH construction program.

The increased use of RAP can become an effective measure to help reduce overall construction costs and ultimately allow the WVDOH to treat more mileage within the established annual budgets. This will also allow the WVDOH to accomplish savings while at the same time, doing so in an environmentally responsible manner. However, it is important that any steps taken to use increased amounts of RAP be performed in a manner that will also not be detrimental to the quality of the asphalt concrete mixes produced.

The WVDOH will allow the increased use of RAP in Marshall Base 1 and Base 2, and Superpave 19 mm, 25 mm, and 37.5 mm mixes up to 25%. Initially, all mix designs shall be submitted in accordance to MP 401.02.24, with the exception that Section 5.0, Line 5.4 pertaining to RAP contents between 16% and 25% will be waived. The addition of up to 25% RAP will be allowed in Marshall Base 1, and Superpave 25 mm and 37.5 mm mixes for all applications provided that the processing of RAP is consistent with that discussed for State Funded projects below. For Marshall Base 2 and SP 19 mm, the following criteria shall be used for acceptance during production:

#### 401.4.3.1 - Interstates, APD Corridors, and Multilane Roadways:

a) Superpave 401 projects with PWL factors: 25% RAP Base 2 or SP 19mm will be allowed.

, 1 P

b) All other projects will require one random loose roadway sample per 1000 ton placed. Samples will be taken generally as per MP 401.07.21, by the Contractor along with WVDOH personnel. Each sample then will be tested by the Contractor in order to determine AC and gradation, and all such testing shall be witnessed by the WVDOH. The contractor must have an established ignition oven correction factor for both AC Content and gradation for each mixture. In addition this correction factor must be established prior to the project and will only be valid during the paving season it was established. All sample results for AC and Gradation shall then be evaluated for additional pay factors as per Table 401.13.3.1 of the SP 401 Square Yard PWL, then applied in the formula shown below. The results for AC and gradation (minus #200) from QC samples at the plant will not be used for determination of pay adjustment. A lot will be 5,000 tons or portion thereof with a minimum of three samples. Portions less than 2000 tons shall be incorporated into the previous lot. There will be no incentive for PWL from 96 to 100.

Pay Deduction per Ton or SY (%) = 
$$\frac{100 - [(PF_{AC} + PF_G)/2]}{2}$$

#### 401.4.3.2 - Other Federal Aid and NHS routes:

a) WVDOH will monitor plant QC Samples for AC and gradation for the project. The contractor must have an established ignition oven correction factor for both AC Content and gradation for each mixture. In addition this correction factor must be established prior to the project and will only be valid during the paving season it was established. These results shall then be evaluated for additional pay factors as per Table 401.13.3.1 of SP 401 Square Yard PWL, and then applied in the formula shown below. A lot will be five samples or portion thereof with a minimum of three samples. Portions less than two samples shall be incorporated into the previous lot. There will be no incentive for PWL from 96 to 100.

Pay Deduction per Ton or SY (%) = 
$$\frac{100-[(PF_{AC}+PF_G)/2]}{2}$$

401.4.3.3 – State Funded Projects (including Marshall Wearing IV or Superpave 19mm may be used as surface mix on routes with ADT below 3000):

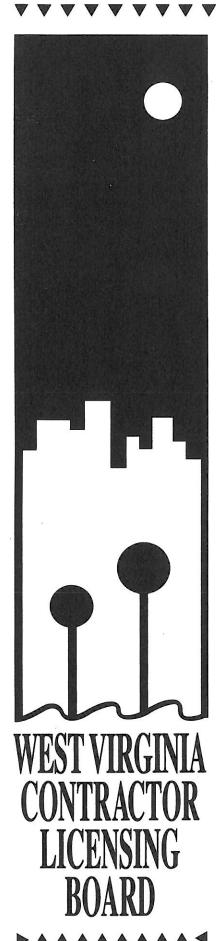
. .. .. ...

a) Process for addition of RAP shall include initial scalping to remove + <sup>3</sup>/<sub>4</sub>" (19 mm) material and proper stockpile management in accordance with Best Practices for RAP Management as documented by NCHRP report 752, Appendix D, and as discussed in Publication No. FHWA-HRT-11-0-21. These documents can be accessed at the respective links below:

http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp\_rpt\_752.pdf

http://www.fhwa.dot.gov/publications/research/infrastructure/pavements/11021/11021.pdf

The submission of mix designs shall be done in the same manner as described for Marshall Base 2/Superpave 19 mm above and production shall be monitored as described above for other Federal Aid or NHS Routes.



# **CONTRACTOR LICENSE**

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001605

**Classification:** 

GENERAL ENGINEERING

NEW ENTERPRISE STONE & LIME CO INC DBA VALLEY QUARRIES INC PO BOX 77 NEW ENTERPRISE, PA 16664-0077

**Date Issued** 

**Expiration Date** 

AUGUST 15, 2014

AUGUST 15, 2015

**Authorized Company Signature** 

Chair, West Virginia Contractor

Licensing Board

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



**NEWENTE-01** 

MUDALIARTA

DATE (MM/DD/YYYY)

# ACORD

#### CERTIFICATE OF LIABILITY INSURANCE

2/23/2015

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). CONTACT certificates@willis.com PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 355191 PHONE (A/C, No, Ext): (877) 945-7378 E-MAIL ADDRESS: FAX (A/C, No): (888) 467-2378 Nashville, TN 37230-5191 NAIC# INSURER(S) AFFORDING COVERAGE 16535 INSURER A: Zurich American Insurance Company INSURER B: American Zurich Insurance Company 40142 INSURED New Enterprise Stone & Lime Co., Inc. INCLIDED C

new Enterprise etche d Emile ee, me						INSURE	KC.								
3912 Brumbaugh Road						INSURER D:									
P.O. Box 77 New Enterprise, PA 16664										INSURER E :					
New Enterprise, PA 10004										INSURER F:					
5	·0V	EDA	AGES			CEE	TIFIC	ATE	NUMBER:		***************************************		REVISION NUMBER:	A. (40 A) 400	- 5 10 10 10 10 10 10 10 10 10 10 10 10 10
	THI IND CEI	S IS ICAT	TO CERTIFY TED. NOTWI	THST BE IS	FANDI SSUEI	HE POLICI ING ANY F D OR MAY	ES O REQUI PER POLI	F INSTREMENTAIN,	SURANCE LISTED BELOW ENT, TERM OR CONDITION THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	N OF A DED BY	NY CONTRAI THE POLIC REDUCED BY	TO THE INSUI CT OR OTHER IES DESCRIB PAID CLAIMS	RED NAMED ABOVE FOR T R DOCUMENT WITH RESPE ED HEREIN IS SUBJECT T	ECT TO	WHICH THIS
ΙŅ	SR TR		TYPE OF				ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
7		ΧI	COMMERCIAL G				INSD	WVD	FOLICI NUMBER		(WIWI/DD/TTTT)	(MM/DD/TTTT)	EACH OCCURRENCE	\$	5,000,000
	` <u> </u>		CLAIMS-MA	Г		DCCUR			GLO386737807		01/01/2015	01/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000
													MED EXP (Any one person)	\$	10,000
													PERSONAL & ADV INJURY	\$	5,000,000
		GEN'L	L AGGREGATE L	MIT A	APPLIE	S PER:							GENERAL AGGREGATE	\$	10,000,000
		F	POLICY X P	RO- ECT	X	LOC							PRODUCTS - COMP/OP AGG	\$	10,000,000
L			OTHER:				-						COMBINED SINGLE LIMIT		
l	4	AUTO	OMOBILE LIABILI	TY									(Ea accident)	\$	
l			ANY AUTO										BODILY INJURY (Per person)	\$	
ı	L		ALL OWNED AUTOS		AUTO	EDULED OS I-OWNED							BODILY INJURY (Per accident)	\$	
ı		H	HIRED AUTOS		NON-	I-OWNED OS							PROPERTY DAMAGE (Per accident)	\$	
														\$	
Γ		ı	UMBRELLA LIAE	3	С	OCCUR						1 15 m 1 10 m 10 m 10 m 10 m 10 m 10 m 1	EACH OCCURRENCE	\$	
l		E	EXCESS LIAB		C	CLAIMS-MADE							AGGREGATE	\$	
			DED RET	ENTIC	ON\$									\$	
Г			KERS COMPENS										X PER OTH-		
lε	3 0	NY P	EMPLOYERS' LIA PROPRIETOR/PAR	RTNER	R/EXEC	UTIVE Y/N	1		WC386737907		01/01/2015	01/01/2016	E.L. EACH ACCIDENT	\$	1,000,000
Γ	(	OFFIC Mand	CER/MEMBER EXC datory in NH)	CLUDE	ED?	N	N/A		The state of the s				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	ì	f yes,	describe under RIPTION OF OPE	EDATIO	ONE b	olow							E.L. DISEASE - POLICY LIMIT	s	1,000,000
F			kers Comper			elow			WC672600804		01/01/2015	01/01/2016	See Attached		
B Workers Compensation WC672600804  DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Sche							1 50 /		100 Professor (100 Pr	do man b	a attached if mo	m enaco le roqui	rod)		
			Location: Co							,					
(	ER	TIFI	CATE HOLE	DER						CANO	CELLATION				
										THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE C HEREOF, NOTICE WILL CY PROVISIONS.	ANCEL BE DE	LED BEFORE ELIVERED IN
			2019 Wa PO Box	shin 5013	gton 0	oartment o Street Eas 5305-0130	st	hway			RIZED REPRESE				

### ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Workers Compensation and Employers	Workers Compensation – Per Statute
Liability	\$1,000,000 – E.L. Each Accident
CARRIER: American Zurich Insurance Company	\$1,000,000 – E.L. Disease – Policy Limit
POLICY TERM: 01/01/2015-01/01/2016	\$1,000,000 – E.L. Disease – Each Employee
POLICY NUMBER: WC672600804	
POLICY TYPE: Workers Compensation and Employers	Workers Compensation - Other
Liability	\$1,000,000 – E.L. Each Accident
CARRIER: Zurich American Insurance Company	\$1,000,000 – E.L. Disease – Policy Limit
POLICY TERM: 01/01/2015-01/01/2016	\$1,000,000 – E.L. Disease – Each Employee
POLICY NUMBER: EWS386738007	

### 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 Vendor Preference, if applicable.

1.	Application is made for 2.5% 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
	years immediately preceding the date of this certification; <b>or</b> ,
2.	Application is made for 2.5% 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% 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% 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% 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% 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.
7.	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.  Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
against:	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid lired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate s during the term of the contract, Bidder will notify the Purchasing Diyision in writing immediately.
	New Enterprise Stone & Lime Co., Inc. Signed:
Date:	February 24, 2015  James B. Barley Vice President Sales

Title:

	DOMOGOOCE
RFQ No.	DOT00000055
WIND INC.	

#### STATE OF WEST VIRGINIA Purchasing Division

### **PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

#### **DEFINITIONS:**

WITNESS THE FOLLOWING SIGNATURE:

"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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

#### New Enterprise Stone & Lime Co., Inc. Vendor's Name: Authorized Signature: February 24, 2015 Date: James B. Barley, Vice President - Sales Pennsylvania Bedford County of to-wit: Taken, subscribed, and sworn to before me this 24th day of **20** 15 My Commission expires February 4 COMMONWEALTH OF PENNSYLVANIZO 15 Notarial Seal Dorothy J. Eller, Notary Public South Woodbury Twp., Bedford OTARY PUBLIC AFFIX SEAL HERE My Commission Expires Feb. 4, 2017 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES sing Affidavit (Revised 07/01/2012)

NOTE:

Vendor and Notary's date must be the same. Notary required to AFFIX SEAL on Purchasing Affidavit.

					·	· · · · · · · · · · · · · · · · · · ·			Y 7			_	7					
	CURRIT			MANUF ACTUR		<b>NEW ENTERPRISE STONE</b>	& LIME CO., INC.				PRO	<sub>22</sub> HW		2.1			. [	PICT
	SUPPLI ER		TURE						1 1	DELI	DUC			1 4	SERI S	SPEC	1	URE
	PART	Į.		PART					I 1	VERY	T/CA		DRA		AL I	FIC	1	FILE
VENDOR CUSTOMER	NUMB		NAM	NUMBE	COMMODITY	e.f	× 1	12						PIEC	NUM A		COL	NAM
CODE	ER PL	_ANT NAME I	E	R	CODE	ITEM DESCRIPTION - Bituminous Asphalt	EXTENDED DESCRIPTION	UNIT OF MEASURE	PRICE		ORY	EL	G		BER I	N SIZ		E
	1-01		N/A	1-01	30121601		Base I	TON								V/A N/		
	1-02		N/A	1-02	30121601	District 1 - Item B - Asphalt Section 401	37.5mm Superpave	TON								V/A N/		
	1-03	1	N/A	1-03	30121601	District 1 - Item C - Asphalt Section 401	Base II	TON								V/A N/		
	1-04		N/A	1-04	30121601	District 1 - Item D - Asphalt Section 401	Patch and Level	TON								N/A N/		
	1-05		N/A	1-05	30121601	District 1 - Item E - Asphalt Section 401	Wearing IV	TON								V/A N/	_	
	1-06	Į.	N/A	1-06	30121601	District 1 - Item F - Asphalt Section 402	Wearing IV	TON								N/A N/		
	1-07		N/A	1-07	30121601	District 1 - Item G - Asphalt Section 401	19mm Superpave	TON								V/A N/		
	1-08	31 - 102 - 0.101000	N/A	1-08	30121601	District 1 - Item H - Asphalt Section 401	Scratch Course	TON		5	N/A	N/A	N/A	N/A	N/A I	V/A N/	A N/A	
	1-09		N/A	1-09	30121601	District 1 - Item I - Asphalt Section 402	9.5mm Superpave	TON		5	N/A	N/A	N/A	N/A	N/A I	V/A N/	A N/A	
	1-10		N/A	1-10	30121601	District 1 - Item J - Asphalt Section 401	Wearing I	TON		5	N/A	N/A	N/A	N/A	N/A I	V/A N/	A N/A	
	1-11		N/A	1-11	30121601	District 1 - Item K - Asphalt Section 402	Wearing I	TON		5	N/A	N/A	N/A	N/A	N/A I	V/A N/	A N/A	
	1-12		N/A	1-12	30121601	District 1 - Item L - Asphalt Section 401	4.75mm Superpave	TON		5	N/A	N/A	N/A	N/A	N/A I	V/A N/	A N/A	
	1-13		N/A	1-13	30121601	District 1 - Item M - Asphalt Section 402	4.75mm Superpave	TON		5	N/A	N/A	N/A	N/A	N/A I	V/A N/	A N/A	
	1-14		N/A	1-14	30121601	District 1 - Item N - Asphalt Section 401	Wearing III	TON		5	N/A	N/A	N/A	N/A	N/A I	V/A N/	A N/A	
	1-15			1-15	30121601		Wearing III	TON								V/A N/		
	1-16			1-16	30121601	District 1 - Item P - Asphalt Plant Run		TON								V/A N/		
	1-17	<del></del>	-	1-17		District 1 - Item Q - Surcharge for PG Binder	70 minus 22	TON								V/A N/		
	1-18		+	1-18	30121601	District 1 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON								V/A N/		
	1-19		N/A	1-19	30121601	9		DAY								V/A N/		
	1-20			1-20		District 1 - Item AB2 - Off-Season Plant Opening		DAY								VA N/		
<b>200-1/2-00-1</b>	2-01		N/A				Base I	TON		-	-	-	-			V/A N/	THE RESERVE THE PERSON NAMED IN	_
	2-01			2-01		District 2 - Item B - Asphalt Section 401	37.5mm Superpave	TON								V/A N/		
	-			2-02			Base II	TON								V/A N/		
	2-03				30121601	District 2 - Item C - Asphalt Section 401		TON								V/A N/		
	2-04		-	2-04	30121601	District 2 - Item D - Asphalt Section 401	Patch and Level	TON			N/A			N/A		V/A N/		
	2-05			2-05	30121601		Wearing IV							N/A		V/A N/		
	2-06		N/A		30121601	District 2 - Item F - Asphalt Section 402	Wearing IV	TON										
	2-07			2-07	30121601	District 2 - Item G - Asphalt Section 401	19mm Superpave	TON								N/A N/		
	2-08		N/A		30121601	District 2 - Item H - Asphalt Section 401	Scratch Course	TON								N/A N/		
	2-09			2-09		District 2 - Item I - Asphalt Section 402	9.5mm Superpave	TON								V/A N/		
	2-10			2-10		District 2 - Item J - Asphalt Section 401	Wearing I	TON								V/A N/		
	2-11			2-11			Wearing I	TON		7/25						V/A N/		
	2-12			2-12	30121601	District 2 - Item L - Asphalt Section 401	4.75mm Superpave	TON								V/A N/		
	2-13		N/A	2-13		District 2 - Item M - Asphalt Section 402	4.75mm Superpave	TON				_	_		_	V/A N/	_	-
	2-14		N/A	441.004.0	Control of the Contro	The state of the s	Wearing III	TON								V/A N/		
	2-15		N/A	2-15	30121601	District 2 - Item O - Asphalt Section 402	Wearing III	TON								N/A N/		
V No. Woodley	2-16		N/A	2-16	30121601	District 2 - Item P - Asphalt Plant Run		TON								V/A N/		
	2-17		N/A	2-17	30121601	District 2 - Item Q - Surcharge for PG Binder	70 minus 22	TON								V/A N/		
	2-18		N/A	2-18	30121601	District 2 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON								N/A N/		
	2-19		N/A	2-19	30121601			DAY								N/A N/		
	2-20		N/A	2-20		District 2 - Item AB2 - Off-Season Plant Opening	Each Additional Day	DAY		5	N/A	N/A	N/A	N/A	V/A	V/A N/	A/N/A	
	3-01		N/A	3-01			Base I	TON		5	N/A	N/A	N/A	N/A	1 AV	V/A N/	A N/A	
~	3-02		N/A				37.5mm Superpave	TON		5	N/A	N/A	N/A	N/A	N/A I	N/A N/	A N/A	
*	3-03		N/A			District 3 - Item C - Asphalt Section 401	Base II	TON								V/A N/		
	3-04		N/A				Patch and Level	TON								V/A N/		
	3 3 7				1-230.	District of Roll D / Repridit Goodon 401						١	1	1			1	

VENDOR CUSTOMER CODE	SUPPLI ER PART NUMB ER	PLANT NAME		PART	COMMODITY	NEW ENTERPRISE STO	DNE & LIME CO., INC.  EXTENDED DESCRIPTION	UNIT OF MEASURE		VERY	PRO DUC T/CA TEG ORY	MOD EL	DRA WIN G	PIEC E	AL	SPEC IFIC ATIC N		COL	PICT URE FILE NAM E
	3-05		N/A	3-05	30121601	District 3 - Item E - Asphalt Section 401	Wearing IV	TON		5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	3-06		N/A	3-06	30121601	District 3 - Item F - Asphalt Section 402	Wearing IV	TON									N/A		
	3-07		N/A	3-07	30121601	District 3 - Item G - Asphalt Section 401	19mm Superpave	TON		5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	3-08		N/A	3-08	30121601	District 3 - Item H - Asphalt Section 401	Scratch Course	TON		5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	3-09		N/A	3-09	30121601	District 3 - Item I - Asphalt Section 402	9.5mm Superpave	TON									N/A		
10 10 400 Xe.	3-10	- Desire	N/A	3-10	30121601	District 3 - Item J - Asphalt Section 401	Wearing I	TON		5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	3-11		N/A	3-11	30121601	District 3 - Item K - Asphalt Section 402	Wearing I	TON									N/A		
	3-12	2	N/A	3-12	30121601	District 3 - Item L - Asphalt Section 401	4.75mm Superpave	TON		5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	3-13		N/A	3-13	30121601	District 3 - Item M - Asphalt Section 402	4.75mm Superpave	TON		5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	3-14	300	N/A	3-14	30121601	District 3 - Item N - Asphalt Section 401	Wearing III	TON		5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	3-15		N/A	3-15	30121601	District 3 - Item O - Asphalt Section 402	Wearing III	TON		5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	3-16		N/A	3-16	30121601	District 3 - Item P - Asphalt Plant Run		TON	N II WALLES	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	3-17		N/A	3-17	30121601	District 3 - Item Q - Surcharge for PG Binder	70 minus 22	TON									N/A		
	3-18		N/A	3-18	30121601	District 3 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON									N/A		
	3-19			3-19	30121601	District 3 - Item AB1 - Off-Season Plant Opening	First Day	DAY									N/A		
	3-20		N/A	3-20	30121601	District 3 - Item AB2 - Off-Season Plant Opening	Each Additional Day	DAY		5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	4-01		N/A	4-01	30121601	District 4 - Item A - Asphalt Section 401	Base I	TON									N/A		
	4-02		N/A	4-02	30121601	District 4 - Item B - Asphalt Section 401	37.5mm Superpave	TON	7 DOWN 00.	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	4-03		N/A	4-03	30121601	District 4 - Item C - Asphalt Section 401	Base II	TON									N/A		
	4-04		N/A	4-04	30121601	District 4 - Item D - Asphalt Section 401	Patch and Level	TON									N/A		
	4-05		N/A	4-05	30121601	District 4 - Item E - Asphalt Section 401	Wearing IV	TON									N/A		
	4-06		N/A	4-06	30121601	District 4 - Item F - Asphalt Section 402	Wearing IV	TON									N/A		
	4-07		N/A	4-07	30121601	District 4 - Item G - Asphalt Section 401	19mm Superpave	TON									N/A		
	4-08		N/A	4-08	30121601	District 4 - Item H - Asphalt Section 401	Scratch Course	TON									N/A		
	4-09		N/A	4-09	30121601	District 4 - Item I - Asphalt Section 402	9.5mm Superpave	TON									N/A		
	4-10		N/A	4-10	30121601	District 4 - Item J - Asphalt Section 401	Wearing I	TON									N/A		
	4-11		N/A	4-11	30121601	District 4 - Item K - Asphalt Section 402	Wearing I	TON									N/A		
	4-12		N/A	4-12	30121601	District 4 - Item L - Asphalt Section 401	4.75mm Superpave	TON									N/A		
	4-13		N/A	4-13	30121601	District 4 - Item M - Asphalt Section 402	4.75mm Superpave	TON									N/A		
	4-14		N/A	4-14	30121601	District 4 - Item N - Asphalt Section 401	Wearing III	TON					_		_		N/A		
	4-15		N/A	4-15	30121601	District 4 - Item O - Asphalt Section 402	Wearing III	TON			_					_	N/A		
	4-16		N/A	4-16	30121601	District 4 - Item P - Asphalt Plant Run		TON									N/A		
	4-17		500000000	4-17		District 4 - Item Q - Surcharge for PG Binder	70 minus 22	TON									N/A		
	4-18		N/A	4-18		District 4 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON									N/A		
	4-19			4-19			First Day	DAY									N/A		
	4-20			4-20				DAY									N/A		
000000120293		Ashcom		5-01			Base I	TON	45.60								N/A		
000000120293		Ashcom		5-02			37.5mm Superpave	TON	44.95								N/A		
000000120293	5-03	Ashcom		5-03		District 5 - Item C - Asphalt Section 401	Base II	TON			22/22/2017/2017					and the second	N/A		
000000120293	5-04	Ashcom		5-04		District 5 - Item D - Asphalt Section 401	Patch and Level	TON	51.60								N/A		
000000120293	5-05	Ashcom		5-05		District 5 - Item E - Asphalt Section 401	Wearing IV	TON									N/A		
000000120293	5-06	Ashcom		5-06		District 5 - Item F - Asphalt Section 402	Wearing IV	TON	54.95								N/A		
060000120293	5-07	Ashcom		5-07		District 5 - Item G - Asphalt Section 401	19mm Superpave	TON									N/A		
000000120293	5-08	Ashcom	N/A	5-08	30121601	District 5 - Item H - Asphalt Section 401	Scratch Course	TON	55.60	5	N/A	N/A	N/A	N/A	IN/A	N/A	N/A	N/A	

	SUPPLI ER		UFAC TURE			NEW ENTERPRISE S	TONE & LIME CO., INC.				PRO DUC			S	ERI SI		T	PICT URE
VENDOR CUSTOMER CODE	PART NUMB ER	PLANT NAME		PART NUMBE R	COMMODITY CODE	ITEM DESCRIPTION - Bituminous Asphalt	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DAY S	T/CA TEG ORY		DRA WIN G	PIEC N E B			CO IZE OR	
000000120293	5-09	Ashcom	N/A	5-09	30121601	District 5 - Item I - Asphalt Section 402	9.5mm Superpave	TON	58.75	5 5	N/A	N/A	N/A	N/A N	I/A N	J/A N	I/A N/	/A
000000120293	5-10	Ashcom	N/A	5-10	30121601	District 5 - Item J - Asphalt Section 401	Wearing I	TON	55.60						and the same of the same		1/A N/	
000000120293	5-11	Ashcom	N/A	5-11	30121601	District 5 - Item K - Asphalt Section 402	Wearing I	TON	59.10			1					1/A N/	
000000120293	5-12	Ashcom	N/A	5-12	30121601	District 5 - Item L - Asphalt Section 401	4.75mm Superpave	TON	69.60	5	N/A	N/A	N/A	N/A N	I/A N	J/A N	1/A N/	/A
000000120293	5-13	Ashcom	N/A	5-13	30121601	District 5 - Item M - Asphalt Section 402	4.75mm Superpave	TON	76.90	5	N/A	N/A	N/A	N/A N	I/A N	J/A N	1/A N/	/A
000000120293	5-14	Ashcom	N/A	5-14	30121601	District 5 - Item N - Asphalt Section 401	Wearing III	TON	69.60	5	N/A	N/A	N/A	N/A N	I/A N	1/A N	1/A N/	/A
000000120293	5-15	Ashcom	N/A	5-15	30121601	District 5 - Item O - Asphalt Section 402	Wearing III	TON	76.90	5	N/A	N/A	N/A	N/A N	I/A N	J/A N	1/A N/	/A
000000120293	5-16	Ashcom	N/A	5-16	30121601	District 5 - Item P - Asphalt Plant Run		TON	55.60	5	N/A	N/A	N/A	N/A N	I/A N	J/A N	1/A N/	/A
000000120293	5-17	Ashcom	N/A	5-17	30121601	District 5 - Item Q - Surcharge for PG Binder	70 minus 22	TON	No Bid	5	N/A	N/A	N/A	N/A N	I/A N	J/A N	1/A N/	/A
000000120293	5-18	Ashcom	N/A	5-18	30121601	District 5 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON	10.00	5	N/A	N/A	N/A	N/A N	I/A N	I/A N	1/A N/	/A
000000120293	5-19	Ashcom	N/A	5-19		District 5 - Item AB1 - Off-Season Plant Opening	First Day	DAY	No Bid								1/A  N/	
000000120293	5-20	Ashcom	N/A	5-20	30121601	District 5 - Item AB2 - Off-Season Plant Opening	Each Additional Day	DAY	No Bid								1/A N/	
	6-01		N/A	6-01	30121601	District 6 - Item A - Asphalt Section 401	Base I	TON									I/A N/	
	6-02		N/A	6-02	30121601	District 6 - Item B - Asphalt Section 401	37.5mm Superpave	TON		_					-		I/A N/	
	6-03		N/A	6-03	30121601	District 6 - Item C - Asphalt Section 401	Base II	TON									1/A N/	
	6-04	3.50	N/A	6-04	30121601	District 6 - Item D - Asphalt Section 401	Patch and Level	TON			_	_					I/A N/	
	6-05		N/A	6-05	30121601	District 6 - Item E - Asphalt Section 401	Wearing IV	TON	NT - THE WESTER - 18 220								I/A N/	
	6-06		N/A	6-06	30121601	District 6 - Item F - Asphalt Section 402	Wearing IV	TON									I/A N/	
	6-07	388.37	N/A	6-07	30121601	District 6 - Item G - Asphalt Section 401	19mm Superpave	TON									I/A N/	
	6-08		N/A	6-08	30121601	District 6 - Item H - Asphalt Section 401	Scratch Course	TON									I/A N/	
	6-09		N/A	6-09		District 6 - Item I - Asphalt Section 402	9.5mm Superpave	TON									I/A N/	
	6-10			552 00256A	30121601	District 6 - Item J - Asphalt Section 401	Wearing I	TON									I/A N/	
	6-11				30121601	District 6 - Item K - Asphalt Section 402	Wearing I	TON									I/A N/	
	6-12			6-12	30121601	District 6 - Item L - Asphalt Section 401	4.75mm Superpave	TON									I/A N/	
	6-13			6-13	30121601	District 6 - Item M - Asphalt Section 402	4.75mm Superpave	TON									I/A N/	
	6-14		N/A	6-14	30121601	District 6 - Item N - Asphalt Section 401	Wearing III	TON									I/A N/	
	6-15			6-15	30121601	District 6 - Item O - Asphalt Section 402	Wearing III	TON									I/A N/	
	6-16	,		6-16		District 6 - Item P - Asphalt Plant Run		TON									I/A N/	
	6-17		2.000.00	6-17	30121601	District 6 - Item Q - Surcharge for PG Binder	70 minus 22	TON									I/A N/	
	6-18			6-18	30121601	District 6 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON									I/A N/	
	6-19			6-19	30121601	District 6 - Item AB1 - Off-Season Plant Opening		DAY									I/A N/	
	6-20			6-20	30121601	District 6 - Item AB2 - Off-Season Plant Opening		DAY									I/A N/	
	7-01		N/A		TO CANADA CONTROL OF THE PARTY	District 7 - Item A - Asphalt Section 401	Base I	TON			_						I/A N/	
	7-02		N/A			District 7 - Item B - Asphalt Section 401	37.5mm Superpave	TON		15	N/A	N/A	N/A	N/A IN	I/A IN	I/A IN	I/A N/	A
	7-03		_			District 7 - Item C - Asphalt Section 401	Base II	TON									I/A N/ I/A N/	
	7-04		_			District 7 - Item D - Asphalt Section 401	Patch and Level	TON										
	7-05		_			District 7 - Item E - Asphalt Section 401	Wearing IV	TON									I/A N/	
	7-06		_		30121601	District 7 - Item F - Asphalt Section 402	Wearing IV	TON									I/A N/	
	7-07		_	7-07	30121601	District 7 - Item G - Asphalt Section 401	19mm Superpave	TON									I/A N/	
	7-08			7-08		District 7 - Item H - Asphalt Section 401	Scratch Course	TON									I/A N/ I/A N/	
	7-09			7-09	30121601	District 7 - Item I - Asphalt Section 402	9.5mm Superpave	TON										
	7-10					District 7 - Item J - Asphalt Section 401	Wearing I	TON									I/A N/	
.007	7-11					District 7 - Item K - Asphalt Section 402	Wearing I	TON									I/A   N/ I/A   N/	
1	7-12		N/A	7-12	30121601	District 7 - Item L - Asphalt Section 401	4.75mm Superpave	TON		l p	IN/A	IIN/A	IW/A	IN/A II	"A IN	"A IN	/A IN/	А

Part											1	1					-	-
NEW ENTERPRISE \$TONE & LINE CO., INC.    Part   Par											L							
MAIN MARKER   Pack   Conference   Conferen						NEW ENTERPRISE	TONE O LINE OO ING			DELT					EDIC	DEC	1	PICT URE
NEMBER   NAME						ALLA LIAI EULUISE	TONE & LIME CO., INC.						DRA	5			1	FILE
Second Color	VENDOR CUSTOMER				COMMODITY				LIST					PIEC N			COL	NAM
First		ER PLANT NAME	Е	R		ITEM DESCRIPTION - Bituminous Asphalt	EXTENDED DESCRIPTION	UNIT OF MEASURE	PRICE								E OR	E
First		7-13	N/A	7-13	30121601	District 7 - Item M - Asphalt Section 402	4 75mm Superpaye	TON		5	N/A	N/A	N/A	N/A N	I/A N	J/A N//	A N/A	T
To   No.				_														
7.16	***		-															
7.77   NA   7.78   2012-1001   Distort 7 - Ren C - Surdrage for PC Binder 7   Tomus 22   Distored 1   Ren			+		<del></del>	·	Trouing in											
TATE   NA   A   S021   2012   Diested 7 - Rew Rr Suurdayee by PB Broader   Temmus 22 - Ordered in 400 Ton increments   TON   S   NA   NA   NA   NA   NA   NA   NA			_				70 minus 22	The state of the s										
7-70			_															
Section   Na   Pot   Section   Sec																		
Section   Sect																		
Sec   NA   Sec										- 100 - 100 - 100 - 100 -	_	-			_		The state of the s	
Second   S						·												
Patch   NA   8-04   NA   8-04   90.12 (2.01   Destice 8 - Item D - Asgental Section 401   Patch and Level   TON   5   NA   NA   NA   NA   NA   NA   NA						<del>                                     </del>												
8.05   NA   8.05   S012/1801   District 8 - Item F - Ascharit Section 401   Wesning IV   TON   5   NA   NA   NA   NA   NA   NA   NA																		
8-06   NA   8-06   30121601   District 8.1 tem F. Asphalt Section 402   Westing N		310. 1631/88																
S 07			_	8-05		District 8 - Item E - Asphalt Section 401												
South   Sout		8-06				District 8 - Item F - Asphalt Section 402												
B-09		8-07	N/A	8-07	30121601	District 8 - Item G - Asphalt Section 401	19mm Superpave											
8-10		8-08	N/A	8-08	30121601	District 8 - Item H - Asphalt Section 401	Scratch Course											
B	10	8-09	N/A	8-09	30121601	District 8 - Item I - Asphalt Section 402	9.5mm Superpave		2400									
S-12	***	8-10	N/A	8-10	30121601	District 8 - Item J - Asphalt Section 401	Wearing I	TON		5	N/A	N/A	N/A	N/A N	I/A N	I/A N/A	A N/A	
S-13		8-11	N/A	8-11	30121601	District 8 - Item K - Asphalt Section 402	Wearing I	TON		5	N/A	N/A	N/A	N/A N	I/A N	I/A N/A	A N/A	$\Box$
S-13		8-12	N/A	8-12	30121601	District 8 - Item L - Asphalt Section 401	4.75mm Superpave	TON		5	N/A	N/A	N/A	N/A N	I/A N	I/A N/A	A N/A	$\Box$
S-14		8-13	N/A	8-13	30121601	District 8 - Item M - Asphalt Section 402	4.75mm Superpave	TON		5	N/A	N/A	N/A	N/A N	I/A N	I/A N/A	A N/A	
8-15			N/A	8-14	30121601	District 8 - Item N - Asphalt Section 401	Wearing III	TON		5	N/A	N/A	N/A	N/A N	I/A N	J/A N/A	A N/A	
8-16			N/A	8-15	30121601		Wearing III											
8-17			N/A	8-16							_							
8-18				8-17			70 minus 22											
8-19 N/A 8-19 30121601 District 8 - Item AB1 - Off-Season Plant Opening First Day DAY 5 N/A			100000000000000000000000000000000000000			<u> </u>	76 minus 22 - Ordered in 400 Ton increments											
8-20				300 /00/100		A second control of the second control of th												
9-01 N/A 9-01 30121601 District 9 - Item A - Asphalt Section 401 Base I TON 5 N/A		A STATE OF THE STA																
9-02 N/A 9-02 30121601 District 9 - Item B - Asphalt Section 401 37.5mm Superpave TON 5 N/A		the second secon		Walter and the same				The state of the s										
9-03			-	200 00000			Property and Section		-									
9-04 N/A 9-04 30121601 District 9 - Item D - Asphalt Section 401 Patch and Level TON 5 N/A			_			·			<del>                                     </del>									
9.05 N/A 9.05 30121601 District 9 - Item E - Asphalt Section 401 Wearing IV TON 5 N/A			-	200 100000		The state of the s			<del>                                     </del>									
9-06 N/A 9-06 30121601 District 9 - Item F - Asphalt Section 402 Wearing IV TON 5 N/A			_				Company Commence of the Commen		<del>                                     </del>									
9-07 N/A 9-07 30121601 District 9 - Item G - Asphalt Section 401 19mm Superpave TON 5 N/A			_															
9-08 N/A 9-08 30121601 District 9 - Item H - Asphalt Section 401 Scratch Course TON 5 N/A			_	+														
9-09 N/A 9-09 30121601 District 9 - Item I - Asphalt Section 402 9.5mm Superpave TON 5 N/A								the state of the s										
9-10 N/A 9-10 30121601 District 9 - Item J - Asphalt Section 401 Wearing I TON 5 N/A									-									
9-11       N/A       9-11       30121601       District 9 - Item K - Asphalt Section 402       Wearing I       TON       5       N/A			_	_					ļ									
9-12   N/A   9-12   30121601   District 9 - Item L - Asphalt Section 401   4.75mm Superpave   TON   5   N/A				10.6 (0.10)														
9-13 N/A 9-13 30121601 District 9 - Item M - Asphalt Section 402 4.75mm Superpave TON 5 N/A			_	+	30121601	District 9 - Item K - Asphalt Section 402												
9-14 N/A 9-14 30121601 District 9 - Item N - Asphalt Section 401 Wearing III TON 5 N/A			_			District 9 - Item L - Asphalt Section 401												
		9-13	N/A	9-13	30121601	District 9 - Item M - Asphalt Section 402	4.75mm Superpave											
The Latest Control of the Control of		9-14	N/A	9-14	30121601	District 9 - Item N - Asphalt Section 401	Wearing III											
		9-15	N/A	9-15	30121601	District 9 - Item O - Asphalt Section 402	Wearing III	TON										
9-16 N/A 9-16 30121601 District 9 - Item P - Asphalt Plant Run TON 5 N/A		9-16	N/A	9-16	30121601	District 9 - Item P - Asphalt Plant Run		TON		5	N/A	N/A	N/A	N/A N	I/A N	I/A N/A	\ N/A	

VENDOR CUSTOMER CODE	SUPPLI ER PART NUMB ER	   7   F	UFAC TURE R	PART	COMMODITY CODE		STONE & LIME CO., INC.  EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELI I VERY I DAY I	T/CA	DRA MOD WIN	PIEC	SERI SP AL IF: NUM AT BER N	IC IO	PICT URE FILE COL NAM E OR E
	9-17		N/A	9-17	30121601	District 9 - Item Q - Surcharge for PG Binder	70 minus 22	TON		5 1	N/A	V/A N/A	N/A	N/A N	/A N/A	A N/A
	9-18	l n	N/A	9-18	30121601	District 9 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON				V/A N/A				
	9-19	1	N/A	9-19	30121601	District 9 - Item AB1 - Off-Season Plant Opening	First Day	DAY				V/A N/A				
	9-20	l l	N/A	9-20	30121601	District 9 - Item AB2 - Off-Season Plant Opening	Each Additional Day	DAY		5	N/A	V/A N/A	A/N/A	N/A N	/A N/A	N/A
	10-01	1	N/A	10-01	30121601	District 10 - Item A - Asphalt Section 401	Base I	TON		5 1	N/A	V/A N/A	N/A	N/A N	/A N/A	N/A
	10-02	1	N/A	10-02	30121601	District 10 - Item B - Asphalt Section 401	37.5mm Superpave	TON				V/A N/A				
	10-03	1	N/A	10-03	30121601	District 10 - Item C - Asphalt Section 401	Base II	TON		5 1	N/A	N/A N/A	A N/A	N/A N	/A N/A	N/A
	10-04	1	N/A	10-04	30121601	District 10 - Item D - Asphalt Section 401	Patch and Level	TON				V/A N/A				
	10-05	1	N/A	10-05	30121601	District 10 - Item E - Asphalt Section 401	Wearing IV	TON		5 1	N/A I	V/A N/A	N/A	N/A N	/A N/A	N/A
	10-06	1	N/A	10-06	30121601	District 10 - Item F - Asphalt Section 402	Wearing IV	TON				V/A N/A				
	10-07	1	N/A	10-07	30121601	District 10 - Item G - Asphalt Section 401	19mm Superpave	TON		5 1	N/A I	N/A N/A	N/A	N/A N	/A N/A	N/A
	10-08	1	N/A	10-08	30121601	District 10 - Item H - Asphalt Section 401	Scratch Course	TON		5 1	N/A I	V/A N/A	N/A	N/A N	/A N/A	N/A
	10-09	1	N/A	10-09	30121601	District 10 - Item I - Asphalt Section 402	9.5mm Superpave	TON	S S S S S S S S S S S S S S S S S S S	5 1	N/A I	V/A N/A	A/N/A	N/A N	/A N/A	N/A
	10-10	l l	N/A	10-10	30121601	District 10 - Item J - Asphalt Section 401	Wearing I	TON		5	N/A I	V/A N/A	A/N/A	N/A N	/A N/A	N/A
	10-11	1	N/A	10-11	30121601	District 10 - Item K - Asphalt Section 402	Wearing I	TON	i i i i i i i i i i i i i i i i i i i	5	N/A I	V/A N/A	A/N/A	N/A N	/A N/A	N/A
	10-12	1	N/A	10-12	30121601	District 10 - Item L - Asphalt Section 401	4.75mm Superpave	TON				N/A N/A				
	10-13	[ ]	N/A	10-13	30121601	District 10 - Item M - Asphalt Section 402	4.75mm Superpave	TON				N/A N/A				
	10-14	l l	N/A	10-14	30121601	District 10 - Item N - Asphalt Section 401	Wearing III	TON				N/A N/A				
	10-15	1	N/A	10-15	30121601	District 10 - Item O - Asphalt Section 402	Wearing III	TON		5	N/A I	V/A N/A	A/N A	N/A N	/A N/A	N/A
	10-16	1	N/A	10-16	30121601	District 10 - Item P - Asphalt Plant Run		TON				N/A N/A				
	10-17	1	N/A	10-17	30121601	District 10 - Item Q - Surcharge for PG Binder	70 minus 22	TON				V/A N/A				
	10-18	1	N/A	10-18	30121601	District 10 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON				V/A N/A				
	10-19	1	N/A	10-19	30121601	District 10 - Item AB1 - Off-Season Plant Opening	First Day	DAY				V/A N/A				
	10-20		N/A	10-20	30121601	District 10 - Item AB2 - Off-Season Plant Opening	Each Additional Day	DAY		5	N/A I	V/A N/A	N/A	N/A N	/A N/A	N/A





### New Enterprise Stone & Lime Co., Inc.

P.O. Box 77 \* New Enterprise, Pennsylvania 16664 \* Corporate Office: 814-766-2211 Fax: 814-766-4400

то:	Cry518.L. Link	
	304-558: 3970	
FROM:	Dot Eller	м
	Fax No.: 814-766-4402	
DATE:	3.3.15	***
PAGES:	No. of Pages / e including this cover sheet.	

03/03/15 09:18:15 WV Purchasing Division

If you do not receive all pages of this fax, please contact me at (814) 766-2211.



### New Enterprise Stone & Lime Co., Inc.

P.O. Box 77 • New Enterprise, Pennsylvania 16664 • Corporate Office: 814-766-2211 Fax: 814-766-4400

March 3, 2015

West Virginia Department of Highway Purchasing Division 2019 Washington St E Charleston WV 25305

RE:

Addendum No. 3 - CRFQ 0803 DOT1500000055

Bituminous Asphalt FOB

To Whom It May Concern:

Attached is Addendum No 3 for the above referenced bid. We have already delivered our bid and we are not changing anything. We respectfully request that you attach this flyer to our bid.

Thank you.

Sincerely,

NEW ENTERPRISE STONE & LIME CO., INC.

James B. Barley Vice President - Sales

Enc.

JBB:die



Purchasing Divisors 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation 19 — Highways

Froo Folder: 73214

Doc Description: ADDENDLIM 3 ANSWERS TO VENDOR QUESTIONS BITUMINOUS ASPHALT

Proc Type: Central Master Agreement

Date Issued Solicitation Closes 2015-02-27 2015-03-04 13:30:00

CRFQ

Solicitation No

0803 DOT1500000055

Version

6

BIO CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

Vendor Name, Address and Telephone Number:

New Enterprise Stone & Lime Co., Inc.

PO BOX 77

New Enterprise, PA 16664

Phone#:814-766-2211

Fax#:814-766-4402

Boail: sales@nesl.com

FOR INFORMATION CONTACT THE BUYER

Angels Moorman (304) 558-9427

vog.vw@nemroomij.elgne

Signature X

23-1374051

DATE

March 3, 2015

All offers subject/to all target

James B.

77

conditions contained in this solicitation

arles.

President-Sales

Page: 1

FEIN #

FORM ID: WV-PRG-CRFQ-001

ALL STATE AGENCIES STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER VARIOUS LOCATIONS AS INDICATED BY ORDER MA88888 No City No City WV 99999 US US

Lirin	Comm Ln Deac	Qty	Unit leave	Unit Price	Total Price
7	BITUMINOUS ASPHALT	THE RESERVE THE PROPERTY OF TH		**************************************	Commentation of the Comment of the C
L.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	·	PROPERTY AND ADDRESS OF THE PROPERTY A			

Comm Code Manufacti	tror Specification	Madai #
30121601	, and the state of	
Managarian and mark 144 (mmm no		Revision and the second

**Extended Description:** BITUMINOUS ASPHALT

5 /16

	Document Phase	Document Description	Page 3
DOT1800000055	Firsat	ADDENDUM 3 ANSWERS TO VENDOR Q	of 3
100 p. 100 p	an against the same and a same an	UESTIONS BITUMINOUS ASPHALT	

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT1500000055

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

#### Addendum Numbers Received:

(Check the box next to each addendum received)

X	]	Addendum No. I	I	J	Addendum No. 6
[X	1	Addendum No. 2	Ţ	Ĵ	Addendum No. 7
[x	1	Addendum No. 3	ſ	1	Addendum No. 8
I	j	Addendum No. 4	I	J	Addendum No. 9
ľ	1	Addendum No. 5	Ţ	1	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

New Enterprise Stone & Line Co., Inc.

Company

Authorized Signature

James B. Dyrley, Vice President - Sales

Marca 3, 2015

Date

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

Revised 6/8/2012

### SOLICITATION NUMBER: CRFQ DOT1500000055 Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

i	1	Modify bid opening date and time
1	ļ	Modify specifications of product or service being sought
11	1	Attachment of vendor questions and responses
{	ŧ	Attachment of pre-bid sign-in sheet
ſ	ŧ	Correction of array

#### Description of Modification to Solicitation:

To attach enswers to vendor questions

Other

Applicable Addendum Category:

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addends issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addends may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

HAVESS 6/8/2012

### ATTACHMENT A

Revised 0/8/2012

Bituminous Asphalt -- Materials and pickup by WVDOH forces.

Addendum #3

To provide additional information to all Vendors:

Comment #1 Regarding the bidding index date:

"The bidding index for asphalt binder will be listed on the Contract

Administration website for Fuel and Asphalt adjustments for
February 2015."

Comment #2

Please add to the Contract Specifications under Section 2.6, Section 2.7,

and Section 3.1, the following language:

"As well as, Special Provision for Asphalt Base, Wearing, and Patching

and Leveling Courses, to the Increase of Reclaimed Asphalt Pavement

Pavement (RAP) in Asphalt Concrete Mixes, Standard Specs, Subsection

401.4.3." Copy of the Special Provision attached.

Special Provision for Section 496, Asphalt High Performance Thin Overlay,

Special Provision for Section 497, Fine Milling and Micromilling of Asphalt

Pavement Surfaces and Special Provision for Section 498, Ultra-Thin Asphalt

Overlay will not be added to this contract. These Provisions and their pay

items shall be discussed for next year's contract, 2016/2017.

Comment #4 The Drug-Free Workplace Affidavit is not required to be submitted by the Vendor. This Affidavit is only required for Construction Contracts only.

This Request for Quotation is a Maintenance contract.

Comment #5 To clarify multiple electronic bld submissions:

A vendor may submit multiple electronic bids for a single solicitation and also alter any response submitted up to the bid closing date and time in VSS.

To bid multiple times on a solicitation may be done two ways. First, go to the Business Opportunities Tab, find the solicitation, click the Detail button and the Respond On-line button. You can then repeat the previous steps as many times as you wish to bid or you can go to the Solicitation Responses tab after the first bid submission and click on the hyperlink for the Solicitation ID and Respond On-line button.

To alter a submitted response, go to the Solicitation Responses tab and click on the hyperlink for the hyperlink for the hyperlink for the hyperlink for the solicitation.

click on the hyperlink for Link to Response for the appropriate solicitation response where you can view, edit or withdraw the bid.

Bituminous Asphalt -- Materials and pickup by WVDOH forces.
Addendum #3

To provide additional information to all Vendors:

CONTINUED

Comment #6 The documents that are required to be submitted to the WV Division of Purchasing shall be per the attached listing for electronic bid submission and/or hard-copy bid submission.

Comment #7 Regarding a duplicate bid submission such as an electronic submission and a hard-copy bid submission, the latest date stamp, whether electronically or by physical date stamping of the documents, will be considered the bid of record. This shall also be the standard for any duplicate bid submissions with a discrepancy in pricing, the latest date stamp will be considered the bid of record.

Comment #8 To clarify, language identifying the Pricing Pages shall also be idenfitied as an E-Catalog or Spreadsheet whereby the Vendor submits their

quoted prices and plant location(s)

Comment #9 To reiterate, any hard-copy bid submissions shall be mailed to the Bid

Receiving Location identified on the first page of the Request for Quotation
and to following all instructions of Section 6 of the Instruction to Vendors:

Bid Clerk, Department of Administration
Purchasing Division
2019 Washington Street, E
Charleston, WV 25305

					<del></del>	<del></del>		<del></del>	<del></del>
			AL AL	ans				weene	
	13. F		81.0					A CONTRACTOR OF THE CONTRACTOR	DETENC SHIPME
	PART	i k	<b>P</b> 74		1				MARATUKA DEN NA PORC
HIMTOR CHITCHER	PURS.		84 PM	HE COMPLETE	1		1	KIST .	DAY DEG MODE WIS PRECIONAL AUTO COL
	THE PROPERTY AND THE PERSON NAMED IN	<u>*</u>		KOOK	TINE 是某种同类·新国的企业的统	ENTERNE DESCRIPTION	PART OF PRASERS	PRICE	5 (2017 EL S E SER 16 (2017 (201
	1400		e fe	n soom	Disnic 1 - tem A - Apphal Section 401	[Sate ]	TON	No 84	5 NA NA NA NA NA NA KA
	T-GZ	×	4 1	is isonanson	Control of States Section 401	\$7.5m Superpare	TON	No Bid	5 NA NA NA NA NA NA NA NA
	ha l	į į	A 14	3 (36127 <del>5</del> 01)	Desired 1 - term C - Assphalt Section 401	Base 4	TON	No Bid	5 NA NA NA NA NA NA NA
	tot	14	34 TH	M (W131601	Charica 1 - Nem D - Ascandi Section 401	Falch and Lord	TON	No Sid	5 NA NA NA NA NA NA NA
	148	3%	4 7	rs (rotates)	Diserci 1 - Nem E - Aschall Section 471	Searce ?	TON	No Est	S NA NA NA NA NA NA NA
	Tas I	1	<b>4</b> N	<b>8 30</b> 121601	District 1 - North F - Aschot Section 402	Washing N	TON	No Sal	S INA NA NA NA NA NA NA NA NA
	har l	14	-	<del></del>	Council 1 - Rem G - Assess Section 401	Them Supercope	TON	No Bid	AN AN AN AN AN AN AN E
	100	N		e December	Court - sen H - Asset Seaso 401	SC STA CASTA	TON	No Bid	5 NA NA NA NA NA NA NA NA NA
	146		<b>4</b> , 1.		Denic 1 - Sect 1 - Academia Section 400	2 Stra Septime	TON	No Bid	3 WA WA HA HA WA WA WA WA
	1-13		A 11-		David 1- Sep J. Above Section 471	Visit 1	TON	No Bid	5 NA NA NA NA NA NA NA NA
	1.47		A 11-			Maring &	TON	·	S INA NA NA NA NA NA NA
	4-52				District 1 - Sent K - Asphalt Section 412	· · · · · · · · · · · · · · · · · · ·		No Bal	3
			A 11-		Detrict 1 - North L - Augment Section 401	47San Superpers	TON	No Bri	5 MA NA HA NA WA MA NA WA
	1-13	<del></del>	<u> </u>		Castrict 1 - Bern M - Asptrati Earchen 402	A.75mm Supergram	TON	No 8id	S KA NA NA NA NA NA KA
	1.64		A 11-		Destrict 1 - Been N - Assets of Section 401	War i	TON	No 8id	5 NA MA NA NA KA NA KA
	1.15	N N			Control 1 - Section G - Applicate Section ACE	New York	TON	No Ex	5 NA NA NA NA NA NA NA NA
		18		~~~	Date: 1-Ben F-Asphai Ford Sen		TON	No Sid	5 NA NA NA NA NA NA NA NA
	[t-17]	N			District - New C - Sustange for PG Savine	Name II	TON	No Sic	5 NA NA NA NA NA NA NA NA
	145	Į×	# 1°-	is indicated	Detect 1 - Jean R - Sortharge for PG Service	76 minus 22 - Ordered in 400 Tan increments	TON	160 Bil	5 NA NA NA NA NA NA NA NA
	t-19 i	N N	a h-	e journ	District 1 - Next AST - Of Season Place Operang	Fre Cay	DAY	No Bid	5 MAINA WAINA NA NA NA NA
	1.30	[8	A 12	70 30121601	District 1 - Brest ASQ - OR Season Plant Opening	Each Additional Day	CAY	No Bid	5 NA NA NA NA NA NA NA
	261	No.	* p	n miner	Section 2 - Nam A - Applicat Section 401	See !	TON	No Bid	5 IN A NA NA IRA NA NA NA NA
	242	接	2 J	e ferress	Coma 2 - Iron 8 - Assist Serson #21	U.Sma Superpase	TON	No Bid	S NA HA NA NA NA NA NA NA
	200	68	p. 12	23 20121801	TORNO 2 - Nem C - Assinst Section 401	Seel	TON	No Bd	S NA NA HA NA NA NA NA
	201	26			Costo 2 - Item D - Asphalt Section 401	Pathendiard	TON	No Bid	S NA MA NA NA NA NA NA
	265				District 2 - Series E- Applies E-colon 401	Waste V	TON	No Be	5 NA WA WA WA WA WA WA
	306	134			Osnic 1 - New F - Assist Section 402	Warre N	TON	No Ba	5 NA NA RA NA NA NA NA SA
	207	1/2			David 2 - See S. Application (C)	19ms Superpose	10X	No Sid	5 NA KA NA NA NA NA NA KA
	208				~ <del>_</del>	Screen Course	TON	<del></del>	
	1249		* 2		Dated 2 - Bern H - Anghali Sedion 401		-	No Bid	5 INA INA INA INA INA INA INA INA
					Eletat 2 - Semil - Asyhat Section 453	9 Seem Superpose	TON	No Sid	5 Marahamananananana
	2.10		Ø. 2.		(Cathot 2 - Sero J - Asphali Section 401	(Waring )	ITON	No Sid	5 NA NA NA NA NA NA NA
	2-11		£ 12.		Detroit 1 - Nord K - Asphal Section 402	(Westing)	ITON	No Sd	5 NA NA NA NA NA NA NA
	20		英 2-		District 2 - Bern L - Aspirat Section 401	475mm Superpoint	TON	No Sid	5 NA NA NA NA NA NA NA NA
	213	Pi			Secret 2- Serr M - Asphal Section 402	4.75mm Superpart	TON	No Sid	5 NA NA NA NA NA NA NA NA
	late		<b>X</b> [2-		Chaid 2 - Tern 14 - Applied Section 401	Placing III	TON	No Std	5 NA NA KA NA NA NA NA KA
	\$4E	Į.v.	棋 拉		Date 1-ten 0-Harat Sedan 402	Westing III	TON	No 810	5 NA NA NA NA NA NA NA
<del></del>	[2·16 ]	144	a 12-	16 20121801	Date 2- Iom P-Aschal Flag Rus		ITON	No Bid	5 NA NA NA NA NA NA NA NA
	247	N/	<b>A</b>	IF BOX2160H	Destrict 2 - Seen G - Surpharge for PO Bindex	Tosina 22	TON	No Bid	5 NA NA NA NA NA NA NA
	2-18	100	7 2	18 30121801	(Setrict 2 - Norm R - Succlearing by PS Binder	18 pins 12 - Odered in 400 Ton receivers	TON	No Bid	5 NIA NIA NIA NIA NIA NIA NIA
	2.12	N	% Z.	18 30121801	Stand 2 - Name AST - CR Season Plant Opening	Fical Day	DAY	No Bid	5 NA MA MA MA MA MA MA
	12.20	ra	4 2	ed justices	District 2 - Nam AS2 - Off-Season Plant Opening	Each Assistant Day	DAY	No Ext	S NA WA WA WA WA WA NA WA
	341	le le	B 3.	H 30121601	District 1 - Jam A - Asphalt Section 401	Sase i	TON	No Bed	5 NA NA NA NA NA NA NA
	342	lu.	1 D		Design 3 - Jean E - Assinat Section 401	37.5mm Supersame	ÎTON	No Bid	5 NA NA NA NA NA NA NA NA
	3.02	184			Dend 1 - ten C - Asked Sedon 401	Page #	ITON	No Bid	5 NA WA NA NA NA NA NA NA
	304	·	K 34		Denic 1 - sen Q - Asptat Sesson 43	Pach and level	TON	No Bid	5 NA NA NA NA NA NA NA NA
	3-05			5 W127501	Table 1 - ben E - April Decim 401	West of V	TON		5 MA NA NA NA NA NA NA
	3.00			25 S2121801	Design 2 - Name F - Appeal Section 402	Waaring V	TON		5 NA NA NA NA NA NA NA NA
	No.			7 00121901	<del></del>	Time Species	· <u>{</u>		
					Debted 3 - Sent G - Applied Section 401		TON	Me Sid	S MA MA MA MA MA MA MA
	3-06		-	25121501	Charic 3 - tem H - Asylast Section &1	Screece Course	TON	No Bid	5 NA NA NA NA MA NA NA NA NA
	348			S 30121501	Chistics 3 - Norm I - Assisted Section 422	S Seen Superpares	ITON	No Bid	
	3-15			10 30121601	Detrict 3 - test J - Asphalt Section 421	(Velsong F	ITON	No Sid	5 NA NA NA NA NA NA NA
	3-11			it Servinen	Ciscon 3 - Sen K - Assist Section 412	(Westing I	TON	No Bid	5 MA NA NA NA NA NA NA
<del></del>	13-12			2 (30121661	Chine 3 - Sen L - Asphal Section 401	4.75mm Superpose	TON	No Sid	5 NA NA NA NA NA NA NA
	3-15	the	\$ 3	3 30121601	Charted 2 - Secti M - Aspirati Section 407	4.75mm Superpare	TON	No Bid	5 NA NA NA NA NA NA NA
	3-14	he	英 莎	14 <b>অস্ট্রান্ডরে</b>	Classics 3 - Reen N - Aughlat Section 401	Meading III	TON	No Sid	5 NA NA NA NA NA NA NA NA
	\$-15	156	各位	S INTEREST	Diseast 3 - Reen D - Asphalt Section AUS	Meaning III	TON	No Bid	5 NA NA NA NA NA NA NA
	3-16 ·	14	A SE	15 30121601	Cestrics 3 - Rent P - Aschael Plant Run	]	TON	No Bid	S NA NA WA WA NA NA NA
	3-17	<del></del>	ia [3		Charles 3 - New G - Surcharger for PG Barder	70 minus 22	TON	No Bid	5 NA NA WA WA NA NA NA
·····	3-16	<del></del>		E 30131801	Charles 1 - Seen R - Surcharge for FG Sinder	To seeks 21 - Ordered in Mile Ton increments	TON	No Bid	5 NA NA NA NA NA NA NA

	<del>-,</del>	·	-								2000 2000
	9,894			THE THE	-						
	188		7111		1			1	1 1	P20     1	955.0 PSC 1
	PART			74.5	1			4	DEL.3		
REPORT OF THE	5296	**	拉美兴	\$ 100 ES	ATTENDED TO	<b>E</b>	ſ			TECH MODE WITH MODE MADE AN	fit far
CODE:	18	PLANT NAME:	12.	la.	CUDE	THE DESCRIPTION - SOCIETY AND AUGUST	DUSCO DESCRIPTA	CONTINUE MEASURE		CHIEF E E MEN N	
	2.19	-	SSA	法验	30121601	Gastici 3 - Sam AS1 - Off Season Flori Opening	न्दिस देखा <u>ः</u>	lys ar	-		
	1235	<del> </del>		320	30171901		Each Administral Day	DAY		NA NA NA NA NA N	
	_	<del></del>	-	1	<del></del>	Obtacl 3 - New ASS - OS Season Flore Opening		CAY		MA NA NA NA NA	
	4-21	<u> </u>		4.01	30131801	Costrict 4 - Rest. A - Aspiral Section 401	Resei	TON	No Sec 5	NA NA NA NA NA N	MA NA NA
	4-82		鄉	<b>H-W</b>	2012(80)	Chestical - Bern B - Assistat Section 401	II SA SAMA	ITON	No 80 5	NA NA NA NA NA	EA NA NA
	(443)			\$4.00g	20121601	Charit 4 - Dem C - Asignat Section 401	Bate i	TON	No Sig 5	NA NA NA NA NA N	VA INA NA
	4-94		144	4.54	10912102	Decret 4 - Sect D - Assist Because 401	Path and Long	TON	No Bid 5	NIA NIA NIA NIA N	IS NOT THE A
	4-05		MA	4-05	30121501	Costrict 4 - Navo E - Assorbait Section 40 (	Mexic V	TON	No Bid 5	NA NA NA NA NA N	DA PARK BOX
	408	-	NA.	4-26	30121601	District 4 - New F - Assistant Section 402	Margil .	TON		NA NA NA NA NA	
	407		100	4437	30121601	Desrict 4 - tem G - Asohat Section 401	19ma Superpose	TON	MA DIM I P	LANCE LANCE LANCE LANCE LANCE IN	NAC LANGE DESCRIPTION
	408	6		<del>-</del>	32121501	Destrict Amen't Assess Section 601	Scratch Course	<del></del>	No Bit 5	NA NA NA NA NA N	en mangar
	14.09		-	S	2012/82/1		-	TON	No. 5 5	na na na na na	IA NA FA
	4.10	<u> </u>	-	4	<del></del>	Deltaid 4 - Sept 1 - Asphel Section #12	Simm Department	TON	No Sid 5	NA NA NA NA NA	<b>域 [                                   </b>
	_			Ş	30121501	District 4 - Dean J - Assisted Section 401	भिंदवरंतु ।	TON		na na na na na n	
	4-11		+	-	<b>E</b> HIZIEGY	Charics 4 - Rem K - Applied Section 402	क्षित्रकार । विकास	ITON	No 8id 5	NA NA NA NA NA NA	<b>经入股</b> 基本
	<b>\$42</b>	-	域	-	30121501	Desire A - Semil - Asphal Segue 401	4.73mm Superpase	TON		NA NA NA NA NA N	
	14-13	*	MA	427	30121801	Date: 4- Sept 4 - Asphal Section 402	4.75mm Daperpose	TON		NA NA NA NA NA N	
	414		164	4.54	CONTRACT.	Section 4 - Receil - Appeal Section 401	Maring E	TON		NEA NEA NEA NEA N	
	4.18		His	1.75	(200121601	Casaci 4 - Sen O - Acathel Seption 402	Wesning &	TON	No Bid 5	NA NA NA NA NA N	THE SAME SAME
-	4 15		180	4.16	MUNN	District 4 - Sen P - Asshet Flori Run		TON	THE PLAN S	THE DESCRIPTION OF THE PARTY OF	RM PRIPS POPS
	417		4	·	30121501	Debits 4 - han Q - Santhane for PG Berden	TO response 22		No Bed S	na na na na n	MAINA
7	4-18		-	-	20121601		4	TON	No Bid \$	na na na na n	IA NA NA
-	413		-	<u> </u>	*	Obitid 4 - San R - Bardange for PG-Sinder	TE tricus 22 - Cabinet in 420 Ton increments	TON	No Sid 5	N/A N/A N/A N/A N/A N	IA NA KA
	14.20			A	20121601 20171601	Osasci 4 - Januar Peri - Cit Season Plant Opening	First Day	DAY	No Ski 5	NA NA WA NA NA N	IA NA NA
000000000	1500	Astrono	-	à		District 4 - Name AEC - CESTANDER From Covering	East Athernal Cop	IDAY	No 80 5	NA NA NA NA NA	IA NA RA
	4		-	2	SELTO.	Destrict 5 - Servi A - Asphall Section 451	Base t	ITON	45.50 5	NA MA NA NA N	MAINAINA
A0000120253	3-02	AREST			30121631	Charles 5 - James - Asphala Section 401	27. in St. Signapore	TON	44.85 5	NA NA NA NA NA	A NA BA
000000000000000000000000000000000000000	1	Askon	-		30121801	Devict 5 - Rep C - Asphal Section 401	Sess t	TON		NA NA NA NA NA N	
	5-34	ASKON		504	20121601	Design 5, See D. Asphal Switze 491	Patri and Leve	TON		NA NA NA NA NA	
200000125222	5.75	Askon		B-85	Services	Castro 5 - New E - Applies Section 401	Western N	TON		NA KA NA NA NA N	
200200120293	15-06	Application	ilse.	5.09	30121401	Charlet 5 - bers F - Asphale Section 402	resercit	TON		WA NA NA NA NA N	
UPODOTIETE!	5-27	Adema	THE	5-07	SHETSH	Description S-Assets Section 401	Timo Superpase	TON			
90000121292	5-28	Assessin	NO.	5-8	30121501	Cesio 5 - Non H - Asolad Section (d.)	50%2 Care	TON		NA NA NA NA NA N	
00000120293	5-08	Addedge	No.		2017:201	Destrict 5 - Rent I - Assistat Section 400	9 Save Superiore	4		HA HA HA NA HA N	
020000130263	<b>15-10</b>	Ashabri	1		20121601			TON		ha ha ha na ha l	
000000120253		ASPER	-		3012160n	Osto 5- ten J-Asphak Sedan 601	Marg!	TON		wa wa na na na	
00000120232	1	Approx.	1			District S - Born K - Asyrball Section 402	Heary!	TON		NA NA NA NA NA	
	-		-	-	如纹线的	District 5 - Next L - Asythilis Section 431	4 First Sample	TON	89.60 5	NA NA NA NA NA N	ANANA
0000012024	-	Ashora			30121801	District 5 - North M - Applicat Section 402	4 Tomo Experience	TON	76.30 5	NA NA NA NA NA N	A HA HA
MANUAL PARTY AND		Ashore	<u> </u>		30121901	District 5 - Bern N - Asymut Section 401	Wester it	TON	69.50 5	NA NA NA NA NA	A NA NA
000000000000000000000000000000000000000	1	ASSESS	<b>持续</b>	5.15	30121501	Clistrict 5 - Sent O - Asphala Section 402	Wearro 2	TON	78.901 5	NA NA HA NA NA	A NA NA
100000 100000 1000000000000000000000000	5-16	ASVONS	1983	2.16	30121601	Cistrica 5 - Barri P - Associat Photo Phys.		TON	55.50 5	na na na na na n	IS SUA SEA
060000012025G	5-07	Adheora	Alba.	5.0	30121601	District 5 - Sen Q - Supplementar PS Barder	70 ownes 22	4	No Bel 5	NA NA NA NA NA	2 193 104
000000130233	5.18	ASSESSM	Nex.	5/19	35121801		76 minus 22 - Ordered is 400 for increments	TON	10.00 5	HA NA HA NA NA N	12 12 12
00000121206	5.19	Assess	MA	5.19	30121801	Director 5 - Nero AEG - Off-Season Floral Opening	First Cox	DAY	M- 264 1 2 1	His this this this this this in	G SIS
000000120293	-	Ashoza	1			Desired 5 - Januar AEV - CS-Section Plans Commission				NA NA NA NA NA NA	
	5-51		4	-				DAY		na na na na n	
	15-07		-			District 6 - Bern A - Asphali Section 401		TON		HA NA NA NA NA	
*	-		-				37 Som Superpays	TON	No Bid 5	na na na na na n	A NA NA
	5.03	·	-					TON	No Bid 5	NA NA NA NA NA	A NA NA
	S.O.E.		4			Date of 6 - Bern D - Asphal Section 401		TON ]	施 路 5	na na na na n	族 NA NA
	18-68		-	-		Clearing 6 - Nero E - Aschool Section 401	Wanty V	TON	No Bel 5	NA MA NA NA NA	ANANA
	5-06		機構		30121601	Devict 6 - New F - Asphall Section 407		TON		NA NA NA NA NA	
	847		NE	连位						na na ba na na n	
	E-08		144	5.00						NA HA NA HA HA N	
	5.09		翻	-		( , , , , , , , , , , , , , , , , , , ,					
	510								No Sid S	NA NA NA NA NA	AIRAINA
	6-11		HEA.							na na na na n	
······································	5.17									nia nia nia nia ni	
	<b>操作</b>								No 382 5	na na na na na	AMAMA
	12.2		MA.						No Eld 5	na na na na na	A NA NA
	Sec. 2 4		tarter 6								
	E-14		PESA.					TON	No Bid   5	hea hea hea hea he	A MAINA 1
	814 815 816	~	NAA NAA	6-15	304.218034				No Bid 5 P	na na na na na na Na na na na na na	A NA NA

Property			·	-		<del>3</del>											
The Company		SUPPI.								T		T	1	T		TT	T
Property		RUK				f		***	·	E .			1				PACT
Section	COC COS O COC COS CO			12	*								l.			1	ting:
Column			EN 1351 Reserve.	NAM	frecovered					2.151							5134
Part	-	- <del></del>	1 WASTER STREET		<u></u>	<del></del>	AND DESCRIPTION - RESERVED Applicat	extenced in screption	DIRECT CAT MERCHANIE				lia.				
Part		-		梯換	j5-17	30121601	District 6 - Item C - Surcharge for PG Binder	10 afre 22	ITON	Mr Rei	18	VIA IN	A MAIA	\$1.8 B	NE MILE	1 1	2
Part		-		MA	ক । হ	30121601	District 6 - Sem R - Surcharge for PS Greater	75 minus 22 - Ordered in 400 Ton increments	J		4	MEN SU	a laux	ANSA N	IN MIR	3610 1316	71-
Property							Destict 5 - Rem AB1 - CB-Season Plant Opening		<del></del>	+	1	MESE   18-32	A 1220	BANK THE	IN INDIA	Sherk Bar	-
Part		-	i	1864	5-2	[20121#01	Classics 5 - term ASE - CRESeason Plant Opening	Each Additional Day		-	1 2 1	DA IN	A MIN	ALTA IN	the Mark	144 2 125	-
Page				稀色	₹-01	30121601		Same		-	1	USA AND	* 14114	With In	IN EREIN	SALES SALE	-
Col.   May   7-33   SCSCOOL   Col.				SAA.	िनस्ट	\$3012 teor	District 7 - Bars S - Asphalt Section 401	ST Berrs Supercave			= 1	ACA PA	A LEGA	****	12.00	THE ME	1
Prof.   Gul.   Post   Story 1995   Story 1		-		<b>科学</b>	7.33	30121601	The state of the s	**************************************		·	1 2 1	MON PER	THE PARTY NAMED IN	NA A	A NA	TEA IN	4
Fig.   100		744		NA	7.04	30121801		<del></del>		·	131	WA THE	Dick	NA M	A MA	BA No	1
Page   Page   State		7-05		翻	7-6%	30721181		· · · · · · · · · · · · · · · · · · ·		-	1 3 10	CA NO	4 144	AM N	AMA	NA N	A
Part		7.06		福	17-06	301/21601				-	3 1		A NEA	NIA N	ia, ina	<b>地点</b> 图	4
Fig.   Fig.   State		7-07		輸	17-07					4		WA NO	A NA	MAN	A NA	34.	A
1-26   No.   1906   Deliver   Deliver   Anthor Section   20   Perris Suprepare   TON   No. Bit   2		7-08		188	7-08					·							
1-10   No.   2-30   200-11/10/10   Desire 2 - Berl 1 - Appelle Selective 1		T-439		<u></u>	<del></del>					************							
1-41		7-10		*	<u> </u>	<del></del>		<del></del>	-	*	5	模模	NA.	NA N	AMA	NA N	A
1-12				-	-			\$		-	5	特化	NA	NA N	ANA	<b>科诗</b> 集》	A.
Total		-J.		-	-	<del></del>		<del>}</del>		No Sal	5 1	級報	N.A.	MAK	ANA	NA N	A
Process   Proc		<del></del>		<u> </u>	·				*	No Sid	5 1	换	4.44	NA N	A NA	NA H	
Prof.   Prof		4		-	-	<del></del>		1	TON	No Bid	5 1	LA N	N/A	製造 報	ANS	科科 新沙	A
1.55   1.50				-	-	1				No Bid	5	UA N	NA	MAN	ANA	NA RU	4
1-15   1-15		4			<del></del>			Westing III	TOM	No Bid	5	UA N	N/A	MA N	ANA	NA HO	
17-18		-		<del></del>	-	5 <del>3</del>			TON	No Red	5 15	UA MA	MA	NAN	ANA	N/A M/A	
March   Marc	<del></del>	-		*****	*	<del></del>		76 rbinus 22	TON	No Bid	5 0	UA NO	NUA	NA N	a bue	WA W	
Part	<del></del>	-		-				76 minus 22 - Organization 400 Tool incompanies	TON	No Bid	5 3	LA NO	N/S	NA N	AINE	737 A.	
Per   Prof.	<u> </u>			4					DAY		5 1	DA NA	BEA.	NA M	a Ma	Build head	
Sect   100   Sect   2017   2	<u> </u>	4					Debrit 7 - Sero AS2 - C# Seption Fram Opening	Each Additional Day			5 (6	A N	I WA	** **	ANA	NA SE	-
Sect   Mod.   Sect	<b></b>	+		-	*****		Casanet 6 - Sees A - Assirbat Section 401	Ease I	TON		5 ib	UA THUS	Nics	ALC: A LL	de laura	ties bus	1
Billion   Billion   State	-	-		-			District 5 - Seen B Asymball Section 401	37.Seen Superpose			5 N	DA NEW	Aire	MIA ME	A MIN	SELECT TRAINS	3-1
Sect		-	·	<del></del>	-		District 8 - New C - Asphalt Section 401	रीकाम र		-	5 1	CA NO	Juna I	52/A 135	A DUS	Mark Name	+
Section   Control   Cont	ļ	-		-		30121 <del>9</del> 01	Gestich B. Resti D Asphalt Section 401			£	5 18	7.5 E1/4	Maria I	MIG SI	A AUA	NACK BALL	-
Section   Sect	<u></u>	-		-	-	3012 HEAT	District 8 - Norm E - Asphalt Section 401		-		5 1	the latin	Laire I	REFRE DES	A INIA	ATTA TAGA	4-1
Section   Sect	<u></u>	-		機	8-06	30121501	Ordered 1 - Stem F - Anti-half Section 402				£ 1	Mis Labor	ALUE I	ALCH CALL	e lens	ANG AGA	1
Section   Sect		-				3012/601	District 8 - Item G - Asphalt Section 401				× 11	de later	18.2236	AGUA TAN	A SEE A	MANY DOM	-
64-56   NAS   Sept.	<u></u>	-		1634	3.0	30121601	Destrict 8 - Ress H - Assessit Section 401				S 1	18 14375	FARM	AND LAND	A 15250	BACK STOP	-
Set	L	-		<b>16</b>	2.00						× 1	SE SADE	12764	CHARLES	or Louis	PER ITER	4
Set 1		-		<b>16</b> A	\$40 B	Michael	District 8 - New J Assirant Section 401			-	₩ 29 E 34	ers seem	1200	PRINT AND	PA DESCRIPTION OF	Phys. Piga	4
Section   Process   Proc		-		52A	& 11	d = 1 = 1 = 1				-	3 154 181 3	um enger Um like	Darce I	MESS INF	AMA	NA MA	-
PATA   PATA   SOLT SOLT   Destrict 8 - Item M. Auchant Section 402   4 - Trimm Supergrees   TOM   No. Biol 5   NAM NAM, NAM, NAM				NEX.	8-12	30121601	District 6 - Barris L - Asserted Section 401				ट छि	ees Pare	THE	MARKET PER	AMA	THE SE	4
S-14		213		海线	数温						2 M	A INCA	19.7	NUR IN	AMA	MA INA	1
Series		E14		被	5-14	-					2 (4)	100	MA	NA N	A SHARI	NGA IMA	4
10,000   1		\$-15		種							2 1	10. 10.	PER	400 国	A NA	MA MA	4
10-17   No. 51   10-1		多级 。		模型							3 11	25 100	1100	435 M	A MA	RA NA	4
5-15		3-17		NA.							DIN	12% (2007) 12% (2007)	178/A	N/A N/	AINA	NA NA	+
8-19   No. 8-19   2012/1801   Desire 2 - Rem AB1 - CR-Casson Part Opening   First Day   Day   No. 8id   5   No.		\$ 18		N/A							2 11	un inter	ING	WA IN	A MA	MA MA	4
S30				NSA.	-						2 40	1.4 持续	HOA	KA N	NA	MA NA	1
Superagraphy   Supe		8-20		**							O IN	MA INCA	IMA	VA NO	AINA	NA MA	1
Sect   Max   Sect   S		2-01		<b>192</b>	104				23:1								
2-05		Seg									3 M	西 鐵路	INA!	WAIN	AINA	MA NA	1
Section   Sect		2-03									3 N	NA	INA I	ea in	A NA	NA NA	
Section   Sect		9.04			-						5 N	A MA	NA !	VA NU	A NIA	NA NA	
\$166   Sec.		-		-					<del></del>		5 解	A MA	NA I	WA NO	AMA	NA NA	1
Sept						-					5 N	A MA	MA!	MA MA	A NA	WA NA	
9.05   945					-						5 N	ANA	NA 7	MA MA	A NIA	AM AN	
Script   S					-	-					5 N	A NA	NA	ea No	NA	WA MA	
S   10   No Sul   S   2012/001   Cartor 9 - 2017   Applied Series 401   Western   TON   No Sul   S   NA   NA   NA   NA   NA   NA   NA			The second secon							No Bid	5 N	AINA	NA F	個 報報	NA.	納納	-
Still		- 2						The state of the s			3 N	ANA	NA.	IA NO	机构决计	WA INSA	1
Sect	<del></del>				-					No End	5 10	<b>A NA</b>	<b>持续</b>	MA NO	NA I	KA NA	
SUIT NO SEC S NO NO SEC S NO NO SEC S NO NO SEC S NO NO NO NO SEC S NO NO NO SEC S NO NO NO NO SEC S NO NO SEC S NO NO NO NO SEC S NO NO NO SEC S NO NO NO SEC S NO NO NO SEC S NO NO NO NO SEC S NO SEC S NO SEC S NO SEC S NO S						-					5 N	兵 制旗	NAM P	BA NO	MA	MA NA	
NO BIO S NA										No Eid	5 1	A NA	MA	MA NO	NA I	WA NA	
TON NO Sid 5 N/A				*****							5 34	AMA	NA.	納納	NA	WA INS	
	<u> </u>	t		**	2-1-5	MILITAN E	ARMON Y - RAMIN - Applied Section 401	Heavy "	TON	No Sid	5 14	A Min	AA	MA NO	NAI	MA NA	

-			-	<del>Épitolis de la compositione de </del>			<u> </u>		1 1	
	5-15 I	<del></del>	-	(物位)成功	District 3 - Rem C) - Asphal Section 412	भेरेक्ट्रवर्य वि	TON	No Sid	5 N	NA NEA NA NA NA NA NA
		<del></del>	*******	30121601	Detrict 9 - Nem P - Asphalt Plant Run		TON	No Sid		NA NA NA NA NA NA NA
	\$47 J	N/A	11-17	30121601	Destrict 9 - Harri G - Suscharger for PG Service	70 minute 22	TON	No Bid	5	NA NA NA NA NA NA
R	F-18 ]	146	5-15	30001501	Chanic 9 - Rent R - Suscreage for PG Server	76 minus 22 - Ordered in 400 Tox increments	TON	No Bid		NA NA NA NA NA NA NA NA
0	9.19			100121601	District 9 - Sent AB1 - Off Season Plant Operand	First Day	DAY	No Bid		INA NA NA NA NA NA KA
	<b>多</b>	MA.	200	2017/1901	Chitra 9 - Nem AB2 - OT Greater Plant Opening	Each Addresses Cay	DAY	No Bid		NA NA NA NA NA NA
<	110-01	極	10-01	CARLE HALL	District 10 - Renn A - Asphale Section 401	Same I	ITON	No Sid		NA NA NA NA NA NA
ED	14-02	MA	10-02	30127ED E	District 1D - Secti B - Asphalt Section 401	27 Seria Superpasse	TON	No Bid		NA NA NA NA NA NA ITA
	10.03	PASA	40.03	100121001	(District 10 - New C - Aughted Section 401	Base 1	TON	No Bid		MA NA NA NA NA NA
	1004	145	1004	3012/601	District 10 - Next D - Anghalt Section 401	Patch and Lavel	TON	No Sid		NA NA NA NA NA NA RA
ME L	10-05	NA.	10.05	30727501	District 10 - Norm E - Assorbaid Section 401	Whereing Nr	TON	No Ski		MA NA NA NA NA MA
	70-06	編	海城	2012/601	District till - Nerry F - Assessed Section 400	Westing N	TON	No Bid		MA NA NA NA NA NA NA
>	how (	N/A	を存	30121801	Desiried 10 - Rent G - Aspinet Section 401	19mm Superpaire	ITON	No Red	E 14412	NA NA NA NA NA NA
MA -	10-38	NA	19-08	30127801	District 10 - Sent H - Assatut Section 401	Piccoatch Course	TON	No Bid	£ 140	NA NA NA NA NA NA
2.	15-05	被	10-08	2012/1501	District 10 - lines I - Applicat Section 472	District Supervision	TON	No Sid	G 1466	NA NA NA NA NA NA NA
	6.0	I HA	10-10	30121605	District 10 - Bern J - Assinate Section 401	Westing!	TON	No Bid		AN AN AN AN AN AN AN
ψ <u> </u>	[29-51]	NA	10-11	32121601	District 10 - Item K - Aspress Section 402	Personsi	TON	No Ski		HEA HEA NEA NEA NEA NEA
	10-12	14年	10-12	MONOTHERS.	Charics 10 - Rent L - Applied Section 401	A 75 cm Superpose	TON	No Sid	2 No.	MA NA NA NA NA NA
∞ <b></b>	[15-13 ]	144	1013	3012160t	Charica 10 - North M - Accased Section 402	4.75mm Superpane	TON	No Bid	z inth	NA NA NA NA NA NA
5	12-14			20121501	Classes 10 - Iron N - Asphalt Section 401	Westy N	TON	No Bid		INA NA NA NA MA NA
ST I	115-15			34121661	District 10 - Sent O - Aspiral Section 402	Western a	TON	No Bid		na na na na na na
A L	10-16		·	20121001	District 10 - from F - Assistant Plant Run		·	No Bid	a latte	INA NA NA NA NA NA
- [	10-17		-	30121661	Charles 10 - New C - Surviverse for PC Service	170 menus 22	TON	No Sid	2 600	INA NA NA NA NA NA NA
	<b>多</b> 樣	265	海塘	30121501		PS means 22 - Grahmed in 400 Tan increments	TON	No Sid		
	10-19	<del></del>	7	Michel	Central RD - Sero AB1 - DE-Gerson Plant Cleaning		DAY	No Bid		NA NA NA NA NA NA
	[520]		<del></del>	Nation.	District 10 - Bern ABZ - CR-Season Plant Operand			No Bid	S INC	MA NA NA NA NA NA
4			4		Towns or the second of the sec	Personal common and the b	[Fig. 2	EACT DEG	G ME	MA NA NA NA MA NA NA

EXTENSED DESCRIPTION

THE RESERVE - STANDARD AND AND A

Man Mada Bac Alia Pare ex September

E E COO

SURFIL SSS PART

ER.ME

PLAST NEWS

VENDER CUSTOMER

COME.

2015/03/03 08:55:35

SER CR E

780 | 281 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 |

125

MALT OF MEASURE



# New Enterprise Stone & Lime Co., Inc.

P.O. Box 77 • New Enterprise, Pennsylvania 16664 • Corporate Office: 814-766-2211 Fax: 814-766-4400

March 3, 2015

West Virginia Department of Highway Purchasing Division 2019 Washington St E Charleston WV 25305

RE:

Addendum No. 3 – CRFQ 0803 DOT1500000055

Bituminous Asphalt FOB

To Whom It May Concern:

Attached is Addendum No 3 for the above referenced bid. We have already delivered our bid and we are not changing anything. We respectfully request that you attach this flyer to our bid.

Thank you.

Sincerely,

NEW ENTERPRISE STONE & LIME CO., INC.

James B. Barley Vice President - Sales

Enc.

03/04/15 13:06:44 WV Purchasing Division

JBB:dje



**Purchasing Divison** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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

Proc Folder: 73214

Doc Description: ADDENDUM 3 ANSWERS TO VENDOR QUESTIONS BITUMINOUS ASPHALT

Proc Type: Central Master Agreement

Version Date Issued Solicitation Closes Solicitation No 2015-02-27 2015-03-04 CRFQ 0803 DOT1500000055 6 13:30:00

**BID RECEIVING LOCATION** 

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

VENDOR

US

Vendor Name, Address and Telephone Number:

New Enterprise Stone & Lime Co., Inc.

PO Box 77

New Enterprise, PA 16664

Phone#:814-766-2211

Fax#:814-766-4402

Email: sales@nes1.com

FOR INFORMATION CONTACT THE BUYER

Angela Moorman (304) 558-9427

angie.j.moorman@wv.gov

Signature X

FEIN#

23-1374051

DATE

March 3, 2015

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

James B/ Barley, Vice President-Sales

Page: 1

FORM ID: WV-PRC-CRFQ-001

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	S AS INDICATED BY ORDER	STATE OF WEST VI VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BITUMINOUS ASPHALT				

Comm Code	Manufacturer	Specification	Model #	
30121601				

**Extended Description:** 

**BITUMINOUS ASPHALT** 

100	Document Phase	<b>Document Description</b>	Page 3
DOT1500000055	Final	ADDENDUM 3 ANSWERS TO VENDOR Q	of 3
		UESTIONS BITUMINOUS ASPHALT	

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT1500000055

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

### Addendum Numbers Received:

(Check the box next to each addendum received)

[x	]	Addendum No. 1		]	Addendum No. 6
[X	]	Addendum No. 2	[	]	Addendum No. 7
[x	]	Addendum No. 3	[	j	Addendum No. 8
[	]	Addendum No. 4	[	]	Addendum No. 9
]	]	Addendum No. 5	[	]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

New Enterprise Stone & Lime Co., Inc.

Company

Authorized Signature

James B. Barley, Vice President - Sales

March 3, 2015

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012

### SOLICITATION NUMBER: CRFQ DOT1500000055 Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

pplic	cable	e A	ddendum Category:
	I	]	Modify bid opening date and time
	I	1	Modify specifications of product or service being sought
	[ 🗸	ĺ	Attachment of vendor questions and responses
	[	I	Attachment of pre-bid sign-in sheet
	[	l	Correction of error
	I	I	Other

### Description of Modification to Solicitation:

To attach answers to vendor questions

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

Bituminous Asphalt -- Materials and pickup by WVDOH forces.

Addendum #3

To provide additional information to all Vendors:

Comment #1 Regarding the bidding index date:

"The bidding index for asphalt binder will be listed on the Contract

Administration website for Fuel and Asphalt adjustments for

February 2015."

As well as, Special Provision for Asphalt Base, Wearing, and Patching
and Leveling Courses, to the Increase of Reclaimed Asphalt Pavement

Pavement (RAP) in Asphalt Concrete Mixes, Standard Specs, Subsection

401.4.3." Copy of the Special Provision attached.

Comment #3 Special Provision for Section 496, Asphalt High Performance Thin Overlay,

Special Provision for Section 497, Fine Milling and Micromilling of Asphalt

Pavement Surfaces and Special Provision for Section 498, Ultra-Thin Asphalt

Overlay will not be added to this contract. These Provisions and their pay

items shall be discussed for next year's contract, 2016/2017.

Comment #4 The Drug-Free Workplace Affidavit is not required to be submitted by the Vendor. This Affidavit is only required for Construction Contracts only.

This Request for Quotation is a Maintenance contract.

Comment #5 To clarify multiple electronic bid submissions:

A vendor may submit multiple electronic bids for a single solicitation and also alter any response submitted up to the bid closing date and time in VSS.

To bid multiple times on a solicitation may be done two ways. First, go to the Business Opportunities Tab, find the solicitation, click the Detail button and the Respond On-line button. You can then repeat the previous steps as many times as you wish to bid or you can go to the Solicitation Responses tab after the first bid submission and click on the hyperlink for the Solicitation ID and Respond On-line button.

To alter a submitted response, go to the Solicitation Responses tab and click on the hyperlink for Link to Response for the appropriate solicitation

response where you can view, edit or withdraw the bid.

Bituminous Asphalt -- Materials and pickup by WVDOH forces.

Addendum #3

To provide additional information to all Vendors:

CONTINUED

Comment #6 The documents that are required to be submitted to the WV Division of

Purchasing shall be per the attached listing for electronic bid submission

and/or hard-copy bid submission.

Regarding a duplicate bid submission such as an electronic submission and a hard-copy bid submission, the latest date stamp, whether electronically or by physical date stamping of the documents, will be considered the bid of record. This shall also be the standard for any duplicate bid submissions with a discrepancy in pricing, the latest date stamp will be considered the bid of record.

Comment #8 To clarify, language identifying the Pricing Pages shall also be idenfitied as an E-Catalog or Spreadsheet whereby the Vendor submits their

quoted prices and plant location(s)

Comment #9 To reiterate, any hard-copy bid submissions shall be mailed to the Bid

Receiving Location identified on the first page of the Request for Quotation

and to following all instructions of Section 6 of the Instruction to Vendors:

Bid Clerk, Department of Administration

**Purchasing Division** 

2019 Washington Street, E

Charleston, WV 25305

	7				~		T T	r					-1					
	CURRIT			MANUF							PRO		- 1			1	-	PICT
	SUPPLI ER		TURE	ACTUR FR						DELI			ı		SERI SE	PEC	- 1	URE
	PART	l l		PART				l l		VERY	T/CA	1	DRA			IC		FILE
VENDOR CUSTOMER	NUMB		NAM	NUMBE	COMMODITY				LIST	DAY	TEG	MOD	WIN		NUM AT		COL	. NAM
CODE	ER	PLANT NAME	E	R	CODE	ITEM DESCRIPTION - Bituminous Asphalt	EXTENDED DESCRIPTION	UNIT OF MEASURE	PRICE		20000000	EL (	G		BER N	SIZ		E
A-44-	1-01	1	N/A	1-01	30121601	District 1 - Item A - Asphalt Section 401	Base I	TON	No Bid								/A N/A	
	1-02	1	N/A	1-02	30121601	District 1 - Item B - Asphalt Section 401	37.5mm Superpave	TON	No Bid								/A N/A	
	1-03	1	N/A	1-03	30121601	District 1 - Item C - Asphalt Section 401	Base II	TON	No Bid								/A N/A	
	1-04	1	N/A	1-04	30121601	District 1 - Item D - Asphalt Section 401	Patch and Level	TON	No Bid								/A N/A	
	1-05		N/A	1-05	30121601	District 1 - Item E - Asphalt Section 401	Wearing IV	TON	No Bid								/A N/A	$\rightarrow$
	1-06		N/A	1-06	30121601	District 1 - Item F - Asphalt Section 402	Wearing IV	TON	No Bid								/A N/A	
	1-07		N/A	1-07	30121601	District 1 - Item G - Asphalt Section 401	19mm Superpave	TON	No Bid								/A N/A	
	1-08	1	N/A	1-08	30121601	District 1 - Item H - Asphalt Section 401	Scratch Course	TON	No Bid								/A N/A	
	1-09		N/A	1-09	30121601	District 1 - Item I - Asphalt Section 402	9.5mm Superpave	TON	No Bid								/A N/A	
100 may 100 ma	1-10	N	N/A	1-10	30121601	District 1 - Item J - Asphalt Section 401	Wearing I	TON	No Bid								/A N/A	
	1-11	l l	N/A	1-11	30121601	District 1 - Item K - Asphalt Section 402	Wearing I	TON	No Bid								/A N/A	
	1-12	T	N/A	1-12	30121601	District 1 - Item L - Asphalt Section 401	4.75mm Superpave	TON	No Bid								/A N/A	
	1-13	1	N/A	1-13	30121601	District 1 - Item M - Asphalt Section 402	4.75mm Superpave	TON	No Bid								/A N/A	
2	1-14	1	N/A	1-14	30121601	District 1 - Item N - Asphalt Section 401	Wearing III	TON	No Bid	5	N/A	N/A I	N/A	N/A I	V/A N	/A N/	/A N/A	
	1-15	1	N/A	1-15	30121601	District 1 - Item O - Asphalt Section 402	Wearing III	TON	No Bid	5	N/A	N/A I	N/A	N/A	V/A N	I/A N/	/A N/A	$\Box$
	1-16	1	N/A	1-16	30121601	District 1 - Item P - Asphalt Plant Run		TON	No Bid	5	N/A	N/A I	N/A	N/A	V/A N	I/A N/	/A N/A	
	1-17	1	N/A	1-17	30121601	District 1 - Item Q - Surcharge for PG Binder	70 minus 22	TON	No Bid	5	N/A	N/A I	N/A	N/A I	VA N	/A N/	/A N/A	
	1-18	1	N/A	1-18	30121601	District 1 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON	No Bid	5	N/A	N/A I	N/A	N/A I	V/A N	/A N/	A N/A	
	1-19	1	N/A	1-19	30121601	District 1 - Item AB1 - Off-Season Plant Opening	First Day	DAY	No Bid								/A N/A	
	1-20		N/A	1-20	30121601	District 1 - Item AB2 - Off-Season Plant Opening		DAY	No Bid								A N/A	
	2-01	1	N/A	2-01	30121601	District 2 - Item A - Asphalt Section 401	Base I	TON	No Bid	5	N/A	N/A I	N/A	N/A I	VA N	/A N/	A N/A	
	2-02	 	N/A	2-02	30121601	District 2 - Item B - Asphalt Section 401	37.5mm Superpave	TON	No Bid								/A N/A	
	2-03	 	N/A	2-03	30121601	District 2 - Item C - Asphalt Section 401	Base II	TON	No Bid						N/A N		/A N/A	
	2-04			2-04	30121601	District 2 - Item D - Asphalt Section 401	Patch and Level	TON	No Bid								A N/A	
	2-05		-	2-05	30121601	District 2 - Item E - Asphalt Section 401	Wearing IV	TON	No Bid				_		N/A N		A N/A	
<u> </u>	2-06		N/A		30121601	District 2 - Item F - Asphalt Section 402	Wearing IV	TON	No Bid								A N/A	
	2-07		N/A			District 2 - Item G - Asphalt Section 401	19mm Superpave	TON	No Bid								A N/A	
	2-08		N/A		30121601	District 2 - Item H - Asphalt Section 401	Scratch Course	TON	No Bid								A N/A	
	2-09		N/A		30121601	District 2 - Item I - Asphalt Section 402	9.5mm Superpave	TON	No Bid		1,010,000,000,000						A N/A	
	2-10		2000000000	2-10	30121601	District 2 - Item J - Asphalt Section 401	Wearing I	TON	No Bid						N/A N		/A N/A	
	2-11		200200	2-11	30121601	District 2 - Item K - Asphalt Section 402	Wearing I	TON	No Bid								A N/A	
	2-12			2-12	30121601	District 2 - Item L - Asphalt Section 401	4.75mm Superpave	TON	No Bid								A N/A	
	2-13		N/A	200	30121601	District 2 - Item M - Asphalt Section 402	4.75mm Superpave	TON	No Bid								A N/A	
	2-13					District 2 - Item N - Asphalt Section 401	Wearing III		No Bid								A N/A	
	2-15					District 2 - Item O - Asphalt Section 402	Wearing III	TON	No Bid								A N/A	
-	2-16					District 2 - Item P - Asphalt Plant Run	Vicaning in		No Bid								A N/A	
	2-17		N/A			District 2 - Item Q - Surcharge for PG Binder	70 minus 22		No Bid								A N/A	
	2-17	The state of the s				District 2 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments		No Bid								A N/A	
						District 2 - Item AB1 - Off-Season Plant Opening			No Bid								A N/A	
	2-19 2-20					District 2 - Item AB1 - Off-Season Plant Opening District 2 - Item AB2 - Off-Season Plant Opening	Each Additional Day		No Bid								A N/A	
	-							Special Control of the Control of th									A N/A	
1	3-01		N/A			District 3 - Item A - Asphalt Section 401	Base I		No Bid	) E	N/A	NI/A I	N/A	NI/A	V/A   N	/A   N/	A N/A	+
	3-02			-		District 3 - Item B - Asphalt Section 401	37.5mm Superpave		No Bid									
	3-03					District 3 - Item C - Asphalt Section 401	Base II		No Bid								A N/A	
	3-04	<u> </u>	N/A	3-04	30121601	District 3 - Item D - Asphalt Section 401	Patch and Level	TON	No Bid	ျ	IN/A	IWA I	WA	IV/A	WA IN	/A [IV/	A N/A	

								·			1				-			_
100000000000000000000000000000000000000				MANU							PRO							PICT
	SUPPLI ER		TURE	ACTUF FR	`					DELI	DUC			SE	RI SPE	С		URE
	PART			PART					¥ .	VERY	T/CA		ORA	AL	IFIC			FILE
VENDOR CUSTOMER	NUMB		NAM	NUMB	ECOMMODITY				LIST	DAY	TEG	MOD V	WIN F	PIEC NU			COL	NAM
CODE	ER	PLANT NAME	E	R	CODE	ITEM DESCRIPTION - Bituminous Asphalt	EXTENDED DESCRIPTION	UNIT OF MEASURE	PRICE		ORY		j	BE		SIZE		E
	3-05		N/A	3-05	30121601	District 3 - Item E - Asphalt Section 401	Wearing IV	TON	No Bid					N/A N				<b></b>
	3-06		N/A	3-06	30121601	District 3 - Item F - Asphalt Section 402	Wearing IV	TON	No Bid					N/A N				<u> </u>
	3-07		N/A	3-07	30121601	District 3 - Item G - Asphalt Section 401	19mm Superpave	TON	No Bid					N/A N				
	3-08		N/A	3-08	30121601	District 3 - Item H - Asphalt Section 401	Scratch Course	TON	No Bid					N/A N				<u> </u>
	3-09	VA 02 031149	N/A	3-09	30121601	District 3 - Item I - Asphalt Section 402	9.5mm Superpave	TON	No Bid					N/A N				
	3-10	7079.2303 3.792	N/A	3-10	30121601	District 3 - Item J - Asphalt Section 401	Wearing I	TON	No Bid					N/A N				<u> </u>
	3-11		N/A	3-11	30121601	District 3 - Item K - Asphalt Section 402	Wearing I	TON	No Bid					N/A N				
	3-12	5 AV 30031 50	N/A	3-12	30121601	District 3 - Item L - Asphalt Section 401	4.75mm Superpave	TON	No Bid	5				N/A N				
	3-13	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	N/A	3-13	30121601	District 3 - Item M - Asphalt Section 402	4.75mm Superpave	TON	No Bid	5				N/A N				
	3-14		N/A	3-14	30121601	District 3 - Item N - Asphalt Section 401	Wearing III	TON	No Bid					N/A N				
	3-15		N/A	3-15	30121601	District 3 - Item O - Asphalt Section 402	Wearing III	TON	No Bid					N/A N				
	3-16		N/A	3-16	30121601	District 3 - Item P - Asphalt Plant Run		TON	No Bid	5				N/A N				
	3-17		N/A	3-17	30121601	District 3 - Item Q - Surcharge for PG Binder	70 minus 22	TON	No Bid	5				N/A N				
	3-18		N/A	3-18	30121601	District 3 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON	No Bid	5				N/A N				
	3-19		N/A	3-19	30121601	District 3 - Item AB1 - Off-Season Plant Opening	First Day	DAY	No Bid					N/A N				
	3-20		N/A	3-20	30121601	District 3 - Item AB2 - Off-Season Plant Opening	Each Additional Day	DAY	No Bid					N/A N				
	4-01		N/A	4-01	30121601	District 4 - Item A - Asphalt Section 401	Base I	TON	No Bid					N/A N				
	4-02	=1	N/A	4-02	30121601	District 4 - Item B - Asphalt Section 401	37.5mm Superpave	TON	No Bid					N/A N				
	4-03		N/A	4-03	30121601	District 4 - Item C - Asphalt Section 401	Base II	TON	No Bid					N/A N				
	4-04		N/A	4-04	30121601	District 4 - Item D - Asphalt Section 401	Patch and Level	TON	No Bid					N/A N				
	4-05		N/A	4-05	30121601	District 4 - Item E - Asphalt Section 401	Wearing IV	TON	No Bid	5	N/A	N/A I	N/A I	N/A N	/A N/	A/N/A	N/A	
	4-06		N/A	4-06	30121601	District 4 - Item F - Asphalt Section 402	Wearing IV	TON	No Bid	5	N/A	1 A\N	1 A\N	N/A N	/A N/	A/N/A	N/A	
	4-07		N/A	4-07	30121601	District 4 - Item G - Asphalt Section 401	19mm Superpave	TON	No Bid	5	N/A	N/A I	1 AV	N/A N	/A N/	A\N/A	N/A	
	4-08		N/A	4-08	30121601	District 4 - Item H - Asphalt Section 401	Scratch Course	TON	No Bid	5	N/A	N/A I	N/A I	N/A N	/A N/	A/N/A	N/A	
	4-09		N/A	4-09	30121601	District 4 - Item I - Asphalt Section 402	9.5mm Superpave	TON	No Bid	5	N/A	1 A\N	1 A\N	N/A N	/A N/	A/N/A	N/A	
	4-10		N/A	4-10	30121601	District 4 - Item J - Asphalt Section 401	Wearing I	TON	No Bid	5	N/A	1 A\N	N/A I	N/A N	/A N/	A N/A	N/A	
	4-11		N/A	4-11	30121601	District 4 - Item K - Asphalt Section 402	Wearing I	TON	No Bid	5	N/A	1 A\N	N/A I	N/A N	/A N/	A N/A	N/A	
	4-12		N/A	4-12	30121601	District 4 - Item L - Asphalt Section 401	4.75mm Superpave	TON	No Bid	5	N/A	1 A\N	1 A\N	N/A N	/A N/	A/N/A	N/A	
	4-13		N/A	4-13	30121601	District 4 - Item M - Asphalt Section 402	4.75mm Superpave	TON	No Bid	5	N/A	1 A\N	N/A I	N/A N	/A N/	A N/A	N/A	
	4-14		N/A	4-14	30121601	District 4 - Item N - Asphalt Section 401	Wearing III	TON	No Bid	5	N/A	N/A I	1 AV	N/A N	/A N/	A/N/A	N/A	
	4-15	100	N/A	4-15	30121601	District 4 - Item O - Asphalt Section 402	Wearing III	TON	No Bid	5	N/A	1 A\N	N/A I	N/A N	A N/A	A/N A	N/A	
	4-16		N/A	4-16	30121601	District 4 - Item P - Asphalt Plant Run		TON	No Bid					N/A N				
	4-17		N/A	4-17	30121601	District 4 - Item Q - Surcharge for PG Binder	70 minus 22	TON	No Bid					N/A N				76.56 63
	4-18		N/A	4-18	30121601	District 4 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON	No Bid					N/A N				
	4-19		N/A	4-19	30121601	District 4 - Item AB1 - Off-Season Plant Opening	First Day	DAY	No Bid	5	N/A	1 A\N	1 A\N	N/A N	/A N/	A/N/A	N/A	
1.7.	4-20				30121601	District 4 - Item AB2 - Off-Season Plant Opening	Each Additional Day	DAY	No Bid					N/A N				
000000120293	5-01	Ashcom	N/A	5-01	30121601	District 5 - Item A - Asphalt Section 401	Base I	TON	45.60					N/A N				
000000120293	5-02	Ashcom	N/A	5-02	30121601	District 5 - Item B - Asphalt Section 401	37.5mm Superpave	TON	44.95					N/A N				
000000120293	5-03	Ashcom	N/A	5-03	30121601	District 5 - Item C - Asphalt Section 401	Base II	TON	51.60					N/A N				
000000120293	5-04	Ashcom	N/A	5-04	30121601	District 5 - Item D - Asphalt Section 401	Patch and Level	TON	51.60					N/A N				
000000120293	5-05	Ashcom	N/A	5-05	30121601	District 5 - Item E - Asphalt Section 401	Wearing IV	TON	51.60					N/A N				
000000120293	5-06	Ashcom	N/A	5-06	30121601	District 5 - Item F - Asphalt Section 402	Wearing IV	TON	54.95	5	N/A	N/A I	N/A I	N/A N	/A N/	A/N/A	N/A	
000000120293	5-07	Ashcom	N/A	5-07	30121601	District 5 - Item G - Asphalt Section 401	19mm Superpave	TON	51.60					N/A N				
000000120293	5-08	Ashcom	N/A	5-08	30121601	District 5 - Item H - Asphalt Section 401	Scratch Course	TON	55.60	5	N/A	N/A I	N/A I	N/A N	/A N/A	A/N/A	N/A	

											1							
		2201		MANUF							PRO							PICT
	SUPPLI ER		TURE	ACTUR FR					l 1	DELI				9	ERI S	PEC		URE
	PART			PART		+				VERY	T/CA		DRA	F	and the same of th	FIC		FILE
VENDOR CUSTOMER	NUMB		NAM	NUMBE	COMMODITY								WIN		IUM A		COL	NAM
CODE	ER	PLANT NAME	E	R	CODE	ITEM DESCRIPTION - Bituminous Asphalt	EXTENDED DESCRIPTION	UNIT OF MEASURE	PRICE	S	ORY	EL	G		BER N	SIZ		E
000000120293	5-09	Ashcom	N/A	5-09		District 5 - Item I - Asphalt Section 402	9.5mm Superpave	TON	58.75								A N/A	
000000120293	5-10	Ashcom	N/A	100 10000		District 5 - Item J - Asphalt Section 401	Wearing I	TON	55.60								A N/A	
000000120293	5-11	Ashcom	N/A	5-11	30121601	District 5 - Item K - Asphalt Section 402	Wearing I	TON	59.10								A N/A	
000000120293	5-12	Ashcom	N/A	5-12	30121601	District 5 - Item L - Asphalt Section 401	4.75mm Superpave	TON	69.60								A N/A	
000000120293	5-13	Ashcom	N/A	5-13		District 5 - Item M - Asphalt Section 402	4.75mm Superpave	TON	76.90						121.00	All and the second	A N/A	
000000120293	5-14	Ashcom	N/A	5-14	100	District 5 - Item N - Asphalt Section 401	Wearing III	TON	69.60								A N/A	
000000120293	5-15	Ashcom	N/A	5-15	30121601	District 5 - Item O - Asphalt Section 402	Wearing III	TON	76.90								A N/A	
000000120293	5-16	Ashcom	N/A	5-16	30121601	District 5 - Item P - Asphalt Plant Run		TON	55.60								A N/A	
000000120293	5-17	Ashcom	N/A	5-17	30121601	District 5 - Item Q - Surcharge for PG Binder	70 minus 22	TON	No Bid								A N/A	
000000120293	5-18	Ashcom	N/A	5-18	30121601	District 5 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON	10.00								'A N/A	
000000120293	5-19	Ashcom	N/A	5-19	30121601	District 5 - Item AB1 - Off-Season Plant Opening	First Day	DAY	No Bid								A N/A	
000000120293	5-20	Ashcom	N/A	5-20	30121601	District 5 - Item AB2 - Off-Season Plant Opening	Each Additional Day	DAY	No Bid								A N/A	-
	6-01		N/A	6-01	30121601	District 6 - Item A - Asphalt Section 401	Base I	TON	No Bid								/A N/A	
	6-02		N/A	6-02	30121601	District 6 - Item B - Asphalt Section 401	37.5mm Superpave	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	1/A N/	/A N/A	
	6-03		N/A	6-03	30121601	District 6 - Item C - Asphalt Section 401	Base II	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	1/A N/	/A N/A	
	6-04	100 100 100 100 100 100 100 100 100 100	N/A	6-04	30121601	District 6 - Item D - Asphalt Section 401	Patch and Level	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	1/A N/	/A N/A	
	6-05		N/A	6-05	30121601	District 6 - Item E - Asphalt Section 401	Wearing IV	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	1/A N/	/A N/A	
	6-06		N/A	6-06	30121601	District 6 - Item F - Asphalt Section 402	Wearing IV	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	1/A N/	A N/A	$\Gamma$
	6-07		N/A	6-07	30121601	District 6 - Item G - Asphalt Section 401	19mm Superpave	TON	No Bid								A N/A	
	6-08		N/A	6-08	30121601	District 6 - Item H - Asphalt Section 401	Scratch Course	TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	1/A N/	/A N/A	$\Box$
	6-09		N/A	6-09	30121601	District 6 - Item I - Asphalt Section 402	9.5mm Superpave	TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	1/A N/	A N/A	$\Box$
	6-10		N/A	6-10	30121601	District 6 - Item J - Asphalt Section 401	Wearing I	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	1/A N/	A N/A	
	6-11		N/A	6-11	30121601	District 6 - Item K - Asphalt Section 402	Wearing I	TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	I/A N/	A N/A	$\prod$
	6-12		N/A	6-12	30121601	District 6 - Item L - Asphalt Section 401	4.75mm Superpave	TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	I/A N/	A N/A	$\cdot \Box$
	6-13		N/A	6-13	30121601	District 6 - Item M - Asphalt Section 402	4.75mm Superpave	TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	1/A N/	A N/A	$\Gamma$
	6-14		N/A	6-14	30121601	District 6 - Item N - Asphalt Section 401	Wearing III	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	1/A N/	A N/A	
	6-15		N/A	6-15	30121601	District 6 - Item O - Asphalt Section 402	Wearing III	TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	I/A N/	/A N/A	$\Box$
	6-16		N/A	6-16	30121601	District 6 - Item P - Asphalt Plant Run		TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	I/A N/	A N/A	,
	6-17		N/A	6-17	30121601	District 6 - Item Q - Surcharge for PG Binder	70 minus 22	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	I/A N/	A N/A	$\Box$
	6-18		N/A	6-18	30121601	District 6 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	1/A N/	A N/A	
	6-19		N/A	6-19	30121601	District 6 - Item AB1 - Off-Season Plant Opening	First Day	DAY	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	1/A N/	A N/A	
	6-20		N/A	6-20	30121601	District 6 - Item AB2 - Off-Season Plant Opening	Each Additional Day	DAY	No Bid	5	N/A	N/A	N/A	N/A I	V/A	1/A N/	A N/A	$\Gamma$
	7-01		N/A	7-01	30121601	District 7 - Item A - Asphalt Section 401	Base I	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	I/A N/	/A N/A	
	7-02		N/A	7-02	30121601	District 7 - Item B - Asphalt Section 401	37.5mm Superpave	TON	No Bid								/A N/A	
	7-03			7-03	30121601	District 7 - Item C - Asphalt Section 401	Base II	TON	No Bid								/A N/A	
	7-04			7-04	30121601	District 7 - Item D - Asphalt Section 401	Patch and Level	TON	No Bid								A N/A	
	7-05				30121601	District 7 - Item E - Asphalt Section 401	Wearing IV	TON	No Bid								A N/A	
	7-06				30121601	District 7 - Item F - Asphalt Section 402	Wearing IV	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	I/A N/	/A N/A	
	7-07			7-07	30121601	District 7 - Item G - Asphalt Section 401	19mm Superpave	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	I/A N/	A N/A	
	7-08			7-08	30121601	District 7 - Item H - Asphalt Section 401	Scratch Course	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	I/A N/	/A N/A	
r	7-09			7-09	30121601	District 7 - Item I - Asphalt Section 402	9.5mm Superpave	TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	I/A N/	/A N/A	$\cdot \Box$
	7-10			7-10	30121601	District 7 - Item J - Asphalt Section 401	Wearing I	TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	1/A N/	A N/A	
	7-11		_		30121601	District 7 - Item K - Asphalt Section 402	Wearing I	TON	No Bid								A N/A	
	7-12		-		30121601	District 7 - Item L - Asphalt Section 401	4.75mm Superpave	TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	I/A N/	/A N/A	$\cdot \Box$
L	1, ,,		,		1	1	The state of the s											

VENDOR CUSTOMER PART NUM CODE 7-13	PLI T	TURE	ACTUR						ı	PRO						1	
VENDOR CUSTOMER NUM ER 7-13	.T 4B	TURE		1													PICT
VENDOR CUSTOMER NUM ER 7-13	.T ИВ		EK I						DELI				9	ERI SI	PEC		URE
CODE ER 7-13			PART					١	/ERY	T/CA		DRA	1		IC		FILE
7-13		MAM I	NUMBE	COMMODITY	TTEM DECOMPTION DIV.	EVERALDED DECCRIPTION	LINIT OF MEACURE						PIEC				NAM
	PLANT NAME		K	CODE	ITEM DESCRIPTION - Bituminous Asphalt	EXTENDED DESCRIPTION	UNIT OF MEASURE	PRICE	-			G		ER N	SIZ		<u>L</u>
7-14		N/A	7-13	30121601	District 7 - Item M - Asphalt Section 402	4.75mm Superpave	TON	No Bid								A N/A	
			7-14		District 7 - Item N - Asphalt Section 401	Wearing III	TON	No Bid								A N/A	
7-15	5	N/A	7-15		District 7 - Item O - Asphalt Section 402	Wearing III	TON	No Bid								A N/A	
7-16	6	N/A	7-16		District 7 - Item P - Asphalt Plant Run		TON	No Bid								A N/A	
7-17	7	N/A	7-17		District 7 - Item Q - Surcharge for PG Binder	70 minus 22		No Bid								A N/A	
7-18		N/A	7-18		District 7 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON	No Bid								A N/A	
7-19			7-19				DAY	No Bid								A N/A	
7-20	0	N/A	7-20	30121601	District 7 - Item AB2 - Off-Season Plant Opening		DAY	No Bid		_						A N/A	
8-01	1	N/A 8	8-01	30121601	District 8 - Item A - Asphalt Section 401	Base I	TON	No Bid								A N/A	
8-02			8-02	30121601	District 8 - Item B - Asphalt Section 401	37.5mm Superpave	TON	No Bid								A N/A	
8-03	3	N/A 8	8-03	30121601	District 8 - Item C - Asphalt Section 401	Base II	TON	No Bid	_		_					A N/A	_
8-04		N/A 8	8-04	30121601	District 8 - Item D - Asphalt Section 401	Patch and Level	TON	No Bid								A N/A	
8-05	5	N/A 8	8-05	30121601	District 8 - Item E - Asphalt Section 401	Wearing IV	TON	No Bid								A N/A	
8-06	6	N/A	8-06	30121601	District 8 - Item F - Asphalt Section 402	Wearing IV	TON	No Bid								A N/A	
8-07	7	N/A	8-07	30121601	District 8 - Item G - Asphalt Section 401	19mm Superpave	TON	No Bid								A N/A	
8-08	8	N/A	8-08	30121601	District 8 - Item H - Asphalt Section 401	Scratch Course	TON	No Bid								A N/A	
8-09	9	N/A 8	8-09	30121601	District 8 - Item I - Asphalt Section 402	9.5mm Superpave	TON	No Bid								A N/A	
8-10	0	N/A 8	8-10	30121601	District 8 - Item J - Asphalt Section 401	Wearing I	TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	I/A N/	A N/A	
8-11	1	N/A	8-11	30121601	District 8 - Item K - Asphalt Section 402	Wearing I	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	/A N/	A N/A	
8-12	2	N/A	8-12	30121601	District 8 - Item L - Asphalt Section 401	4.75mm Superpave	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	I/A N/	A N/A	
8-13	3	N/A	8-13	30121601	District 8 - Item M - Asphalt Section 402	4.75mm Superpave	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	I/A N/	A N/A	
8-14	4	N/A	8-14	30121601	District 8 - Item N - Asphalt Section 401	Wearing III	TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	I/A N/	A N/A	
8-15	5	N/A	8-15	30121601	District 8 - Item O - Asphalt Section 402	Wearing III	TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	I/A N/	A N/A	
8-16	6	N/A	8-16	30121601	District 8 - Item P - Asphalt Plant Run		TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	/A N/	A N/A	
8-17	7	N/A	8-17	30121601	District 8 - Item Q - Surcharge for PG Binder	70 minus 22	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	/A N/	A N/A	
8-18	8	N/A	8-18	30121601	District 8 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	I/A N/	A N/A	
8-19	9	N/A	8-19	30121601	District 8 - Item AB1 - Off-Season Plant Opening	First Day	DAY	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	/A N/	A N/A	
8-20	0	N/A	8-20	30121601	District 8 - Item AB2 - Off-Season Plant Opening	Each Additional Day	DAY	No Bid	5	N/A	N/A	N/A	N/A I	I/A N	/A N/	A N/A	
9-01	1	N/A	9-01	30121601	District 9 - Item A - Asphalt Section 401	Base I	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	I/A N/	A N/A	
9-02	2	N/A	9-02	30121601	District 9 - Item B - Asphalt Section 401	37.5mm Superpave	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	I/A N/	A N/A	
9-03	3	N/A	9-03	30121601	District 9 - Item C - Asphalt Section 401	Base II	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	I/A N/	A N/A	
9-04	4	N/A	9-04	30121601	District 9 - Item D - Asphalt Section 401	Patch and Level	TON	No Bid								A N/A	
9-05	5	N/A	9-05	30121601	District 9 - Item E - Asphalt Section 401	Wearing IV	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	/A N/	A N/A	
9-06	6	N/A	9-06	30121601	District 9 - Item F - Asphalt Section 402	Wearing IV	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	/A N/	A N/A	
9-07		N/A			District 9 - Item G - Asphalt Section 401	19mm Superpave	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	/A N/	A N/A	
9-08		N/A	9-08	30121601	District 9 - Item H - Asphalt Section 401	Scratch Course	TON	No Bid								A N/A	
9-09	9	N/A	9-09	30121601	District 9 - Item I - Asphalt Section 402	9.5mm Superpave	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	/A N/	A N/A	
9-10		N/A	9-10	30121601	District 9 - Item J - Asphalt Section 401	Wearing I	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	/A N/	A N/A	
9-11		N/A	9-11	30121601	District 9 - Item K - Asphalt Section 402	Wearing I	TON	No Bid	5	N/A	N/A	N/A	N/A I	N/A N	/A N/	A N/A	
9-12		N/A	9-12	30121601	District 9 - Item L - Asphalt Section 401	4.75mm Superpave	TON	No Bid								A N/A	
9-13		N/A		30121601	District 9 - Item M - Asphalt Section 402	4.75mm Superpave										A N/A	
9-14		N/A			District 9 - Item N - Asphalt Section 401	Wearing III		No Bid	5	N/A	N/A	N/A	N/A I	V/A N	/A N/	A N/A	
9-15	5	N/A	9-15	30121601	District 9 - Item O - Asphalt Section 402	Wearing III	TON	No Bid	5	N/A	N/A	N/A	N/A I	V/A N	/A N/	A N/A	
9-16	6	N/A	9-16	30121601	District 9 - Item P - Asphalt Plant Run		TON	No Bid	5	N/A	N/A	N/A	N/A I	I/A N	I/A N/	A N/A	

					<b>_</b>	T				
	SUPPLI		N MAN AC ACTU						PRO	PICT
	ER		RE ER				:			ERI SPEC URE
	PART	R	PART						VERY T/CA DRA AL	L IFIC FILE
VENDOR CUSTOMER	NUMB	NAI	M NUM	BE COMMODITY	ITEM DESCRIPTION - Bituminous Asphalt	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DAY TEG MOD WIN PIEC NI S ORY EL G E BE	UM ATIO COL NAM ER N SIZE OR E
CODE	ER PLANT		R	CODE	TIEM DESCRIPTION - Bituminous Aspirait					
	9-17	N/A		30121601	District 9 - Item Q - Surcharge for PG Binder	70 minus 22	TON	No Bid	5 N/A N/A N/A N/A N	
	9-18	N/A	4 9-18		District 9 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON	No Bid	5 N/A N/A N/A N/A N	
	9-19		A 9-19		District 9 - Item AB1 - Off-Season Plant Opening	First Day	DAY	No Bid	5 N/A N/A N/A N/A N	
	9-20	N/A	4 9-20		District 9 - Item AB2 - Off-Season Plant Opening	Each Additional Day	DAY	No Bid	5 N/A N/A N/A N/A N	
	10-01	N/A	A 10-0	1 30121601	District 10 - Item A - Asphalt Section 401	Base I	TON	No Bid	5 N/A N/A N/A N/A N	
	10-02	N/A	4 10-0	2 30121601	District 10 - Item B - Asphalt Section 401	37.5mm Superpave	TON	No Bid	5 N/A N/A N/A N/A N	
	10-03	N/A	4 10-0	3 30121601	District 10 - Item C - Asphalt Section 401	Base II	TON	No Bid	5 N/A N/A N/A N/A N	
	10-04	N/A	A 10-0	4 30121601	District 10 - Item D - Asphalt Section 401	Patch and Level	TON	No Bid	5 N/A N/A N/A N/A N	
	10-05	N/A	A 10-0	5 30121601	District 10 - Item E - Asphalt Section 401	Wearing IV	TON	No Bid	5 N/A N/A N/A N/A N	
	10-06	N/A	A 10-0	30121601	District 10 - Item F - Asphalt Section 402	Wearing IV	TON	No Bid	5 N/A N/A N/A N/A N	
	10-07	N/A	A 10-0	7 30121601	District 10 - Item G - Asphalt Section 401	19mm Superpave	TON	No Bid	5 N/A N/A N/A N/A N	
	10-08	N/A	A 10-0	30121601	District 10 - Item H - Asphalt Section 401	Scratch Course	TON	No Bid	5 N/A N/A N/A N/A N	
	10-09	N/A	A 10-0	9 30121601	District 10 - Item I - Asphalt Section 402	9.5mm Superpave	TON	No Bid	5 N/A N/A N/A N/A N	
	10-10	N/A	A 10-1	30121601	District 10 - Item J - Asphalt Section 401	Wearing I	TON	No Bid	5 N/A N/A N/A N/A N	
	10-11	N/A	A 10-1	1 30121601	District 10 - Item K - Asphalt Section 402	Wearing I	TON	No Bid	5 N/A N/A N/A N/A N	
	10-12	N/A	A 10-1	2 30121601	District 10 - Item L - Asphalt Section 401	4.75mm Superpave	TON	No Bid	5 N/A N/A N/A N/A N	
	10-13	N/A	A 10-1	3 30121601	District 10 - Item M - Asphalt Section 402	4.75mm Superpave	TON	No Bid	5 N/A N/A N/A N/A N	
	10-14	N/A	A 10-1	4 30121601	District 10 - Item N - Asphalt Section 401	Wearing III	TON	No Bid	5 N/A N/A N/A N/A N	
	10-15	N/A	A 10-1	5 30121601	District 10 - Item O - Asphalt Section 402	Wearing III	TON	No Bid	5 N/A N/A N/A N/A N	I/A N/A N/A N/A
	10-16	N/A	A 10-1	30121601	District 10 - Item P - Asphalt Plant Run		TON	No Bid	5 N/A N/A N/A N/A N	
	10-17	N/A	A 10-1	7 30121601	District 10 - Item Q - Surcharge for PG Binder	70 minus 22	TON	No Bid	5 N/A N/A N/A N/A N	
	10-18	N/A	A 10-1	8 30121601	District 10 - Item R - Surcharge for PG Binder	76 minus 22 - Ordered in 400 Ton increments	TON	No Bid	5 N/A N/A N/A N/A N	
	10-19	N/A	A 10-1	9 30121601	District 10 - Item AB1 - Off-Season Plant Opening	First Day	DAY	No Bid	5 N/A N/A N/A N/A N	
	10-20	N/A	A 10-2	0 30121601	District 10 - Item AB2 - Off-Season Plant Opening	Each Additional Day	DAY	No Bid	5 N/A N/A N/A N/A N	I/A N/A N/A N/A