



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

State of West Virginia  
 Request for Quotation  
 19 - Highways

Proc Folder: 393118

Doc Description: ADDENDUM\_1: ASPHALT - MATERIALS & PICKUP BY WDOH

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-12-07	2017-12-20 13:30:00	CRFQ 0803 DOT1800000046	2

**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:

American Asphalt of WV  
 PO Box 229  
 Kenova, WV 25530  
 304-453-6196

12/19/17 12:00:37  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X

FEIN #

45-5468955

DATE

12-19-2017

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

**ADDITIONAL INFORMATION:**

ADDENDUM 1: Is issued for the following:

1. To move the bid opening date from 12/13/2017 to 12/20/2017 at 1:30pm EST.
2. To publish the Agency responses to the questions submitted by Vendors during the Technical Questioning period.

NO OTHER CHANGES MADE.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end asphalt materials and pickup contract for use on preventive maintenance and repair projects throughout the state of West Virginia by West Virginia Division of Highways forces from the Vendor's plant per attached documents.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS 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	ASPHAT MATERIALS AND PICKUP BY WVDOH	0.00000			

Comm Code	Manufacturer	Specification	Model #
30121601			

**Extended Description :**

ASPHALT - MATERIALS AND PICKUP BY WVDOH PER THE ATTACHED PRICING PAGES/E-CATALOG:

Vendor shall use the Exhibit A Pricing Pages for bid pricing.

If bidding online, vendor must attach the pricing pages and information attachment to their bid.

See Section 18 of Instructions to Bidders for additional information.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by:	2017-12-05

<b>DOT1800000046</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> ASPHALT - MATERIALS AND PICKUP BY WDOH	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Robert E. Scott - Representative  
(Name, Title)  
Robert E. Scott - Representative  
(Printed Name and Title)  
PO Box 229 Kenova, WV 25530  
(Address)  
304-453-6196 Fax 304-453-6430  
(Phone Number) / (Fax Number)  
robertscott@tie.luc.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

American Asphalt of WV LLC  
(Company)

[Signature]  
(Authorized Signature) (Representative Name, Title)

Daron R. Dem - President  
(Printed Name and Title of Authorized Representative)

12-19-2017  
(Date)

(304)-453-6196 Fax 304-453-6430  
(Phone Number) (Fax Number)

CRFQ 0803 DOT1800000046  
REQUEST FOR QUOTATION  
Asphalt  
Materials and Pickup by Agency

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**11. MISCELLENOUS:**

- 11.1 No Substitutions:** The Vendor shall supply only Contract Items submitted in response to this Solicitation 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: ROBERT E. SCOTT  
Telephone Number: 304-453-6196  
Fax Number: 304-453-6430  
Email Address: robert.scott@btie.live.com

INFORMATION ATTACHMENT FORM

Vendor's Storage Sites

Asphalt - Materials and Pickup by WVDOH Forces, ONLY

VENDOR NAME: American Asphalt of WV LLC

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. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.

Vendor's Plant Location: _____ 2334 Rt. 52 Kenova, WV _____ _____ _____
Vendor's Plant Location: _____ _____ _____ _____ _____
Vendor's Plant Location: _____ _____ _____ _____ _____
Vendor's Plant Location: _____ _____ _____ _____ _____

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL OTHER CONTRACTS:** 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:**

**"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 the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: American Asphalt of WV LLC

Authorized Signature: [Signature] Date: December 19, 2017

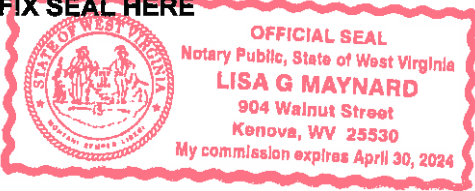
State of West Virginia

County of Wayne, to-wit:

Taken, subscribed, and sworn to before me this 19<sup>th</sup> day of December, 2017.

My Commission expires April 30, 2024

**AFFIX SEAL HERE**



NOTARY PUBLIC [Signature]  
Purchasing Affidavit (Revised 07/07/2017)

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: American Asp. of WV, LLC Address: PO Box 229  
Kenova, WV 25530

Authorized Agent: Daron F. Dean Address: PO Box 229 Kenova, WV 25530

Contract Number: CRFQ 0803 DOT 1800000046 Contract Description: Asphalt-Materials & Pickup by WVDOT

Governmental agency awarding contract: Department of Administration - Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

Please see Attachment B.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: 

Date Signed: December 19, 2017

**Notary Verification**

State of West Virginia, County of Wayne:

I, Daron F. Dean, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 19th day of December, 2017.

  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_





**AMERICAN ASPHALT OF WEST VIRGINIA, LLC  
ATTACHMENT B**

1. American Asphalt of West Virginia, LLC of 2334 Big Sandy Road, Kenova, WV 25530 is a Limited Liability Company. American Asphalt & Aggregates, Inc. of 2334 Big Sandy Road, Kenova, WV 25530 owns 50% of American Asphalt of West Virginia, LLC and is the managing member of that entity. Southern West Virginia Asphalt, Inc. of 2950 Charles Avenue Dunbar, WV 25064 owns 50% of American Asphalt of West Virginia, LLC.
2. Southern West Virginia Asphalt, Inc. of 2950 Charles Avenue Dunbar, WV 25064 is a wholly owned subsidiary of The Shelly Holding Company of 80 Park Drive, Thornville, OH 43076.
3. The Shelly Holding Company is a wholly owned subsidiary of Oldcastle Materials, Inc. of 900 Ashwood Parkway, Suite 700, Atlanta GA 30338.
4. Oldcastle Materials, Inc. is a wholly owned subsidiary of Oldcastle Finance, Inc., 900 Ashwood Parkway, Suite 600, Atlanta GA 30338.
5. The ultimate parent company of Oldcastle Finance, Inc. is CRH, plc of Stonemason's Way, Rathfarnham, Dublin 16, D16 KH51, Ireland. CRH, plc is a publicly traded entity and has American Depository Receipts listed on the New York Stock Exchange under symbol "CRH."

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0803 DOT1800000046**

**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)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> 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 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.

American Asphalt of WV LLC  
Company

[Signature]  
Authorized Signature

12-19-2017  
Date

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



# CERTIFICATE OF INSURANCE

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

DATE ISSUED (MM/DD/YY) 12/7/17
-----------------------------------

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000  
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

<b>NAME AND ADDRESS OF AGENCY</b> GESNER INSURANCE AGENCY INC 526 6TH AVE HUNTINGTON, WV 25701-1912  (304)525-6500	<b>AGENT'S NO.</b> EB1354	<b>COMPANY(IES) AFFORDING COVERAGE</b> Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-In-Fact In NY Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY
<b>NAME AND ADDRESS OF NAMED INSURED</b>  AMERICAN ASPHALT OF WV LLC 2336 BIG SANDY RD KENOVA, WV 25530		This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.

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

CO. (Add'l Ins'd)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
D	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q43 6250068	7/12/17	7/12/18	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any One Fire)</td><td>\$ 1,000,000</td></tr> <tr><td>MED EXP (Any One Person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV. INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td>\$ 2,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any One Fire)	\$ 1,000,000	MED EXP (Any One Person)	\$ 5,000	PERSONAL & ADV. INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMP/OP AGG	\$ 2,000,000
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PERSONAL & ADV. INJURY	\$ 1,000,000																
GENERAL AGGREGATE	\$ 2,000,000																
PRODUCTS-COMP/OP AGG	\$ 2,000,000																
D	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	Q07 6230181	7/12/17	7/12/18	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>BODILY INJURY (EACH PERSON)</td><td>\$</td></tr> <tr><td>BODILY INJURY (EACH ACCIDENT)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td>\$</td></tr> <tr><td>BODILY INJURY AND PROPERTY DAMAGE COMBINED</td><td>\$ 1,000,000</td></tr> </table>	BODILY INJURY (EACH PERSON)	\$	BODILY INJURY (EACH ACCIDENT)	\$	PROPERTY DAMAGE	\$	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,000				
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E	WORKERS COMPENSATION & EMPLOYERS LIABILITY	Q91 1200691	7/12/17	7/12/18	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="3" style="text-align: center;">STATUTORY</th></tr> <tr><td rowspan="3" style="vertical-align: middle;">BODILY INJURY BY</td><td>ACCIDENT</td><td>\$ 1,000,000 EACH ACCIDENT</td></tr> <tr><td>DISEASE</td><td>\$ 1,000,000 POLICY LIMIT</td></tr> <tr><td>DISEASE</td><td>\$ 1,000,000 EACH EMPLOYEE</td></tr> </table>	STATUTORY			BODILY INJURY BY	ACCIDENT	\$ 1,000,000 EACH ACCIDENT	DISEASE	\$ 1,000,000 POLICY LIMIT	DISEASE	\$ 1,000,000 EACH EMPLOYEE		
STATUTORY																	
BODILY INJURY BY	ACCIDENT	\$ 1,000,000 EACH ACCIDENT															
	DISEASE	\$ 1,000,000 POLICY LIMIT															
	DISEASE	\$ 1,000,000 EACH EMPLOYEE															
	OTHER																

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

**CANCELLATION:** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>NAME AND ADDRESS OF CERTIFICATE HOLDER</b> State of WV 2019 Washington St. E. Charleston, WV 25305	<b>AUTHORIZED REPRESENTATIVE</b> 
--	--------------------------------------





























