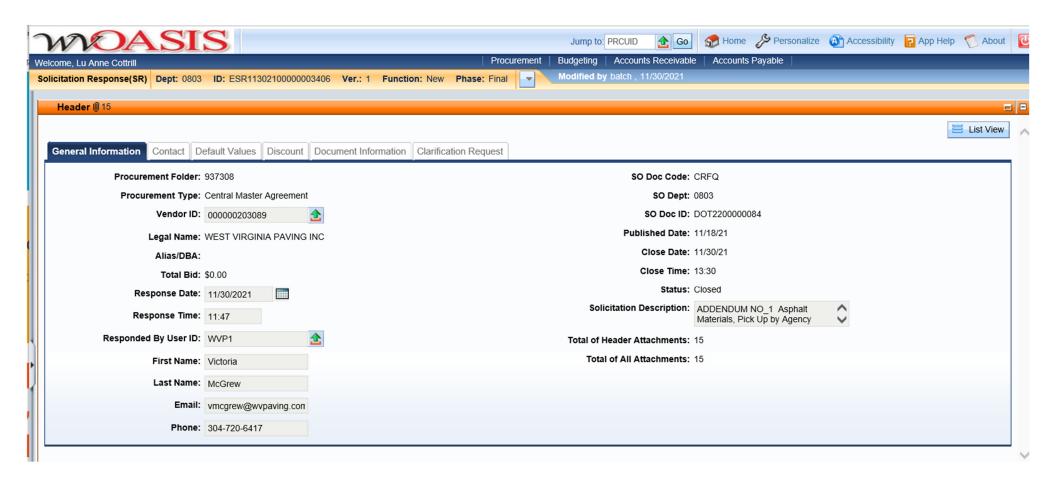
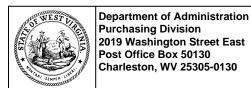


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder:

937308

Solicitation Description:

ADDENDUM NO_1 Asphalt Materials, Pick Up by Agency

Proc Type: Central Master Agreement

 Solicitation Closes
 Solicitation Response
 Version

 2021-11-30 13:30
 SR 0803 ESR11302100000003406
 1

VENDOR

000000203089

WEST VIRGINIA PAVING INC

Solicitation Number: CRFQ 0803 DOT2200000084

Total Bid: 0 Response Date: 2021-11-30 Response Time: 11:47:46

Comments:

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566 john.w.estep@wv.gov

Vendor Signature X FEIN# DATE

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

Date Printed: Nov 30, 2021 Page: 1 FORM ID: WV-PRC-SR-001 2020/05

Line Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1 Asphalt	0.00000	TON	0.000000	0.00

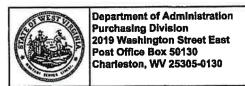
Comm Code	Manufacturer	Specification	Model #	
30121601				

Commodity Line Comments:

Extended Description:

Asphalt

Date Printed: Nov 30, 2021 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



State of West Virginia **Centralized Request for Quote Highways**

Proc Folder:

937308

Reason for Modification:

Doc Description: ADDENDUM NO_1 Asphalt Materials, Pick Up by Agency

ADDENDUM NO 1 Vendor Questions and Responses

Proc Type:

Central Master Agreement

Version **Solicitation Closes** Solicitation No **Date Issued**

DOT2200000084 **CRFQ** 0803 2021-11-30 13:30 2021-11-18

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code: 000000203089

Vendor Name: West Virginia Paving, Inc.

Address: 2950 Charles Ave.

Street:

Dunbar City:

WV State:

Country: US

Zip: 25064

Principal Contact: Rick Johnson

Vendor Contact Phone: 304-768-9733

Extension: 6404

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

john.w.estep@wv.gov

Vendor

Signature X

FEIN# 55-0570769

DATE 11/30/2021

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

Date Printed: Nov 18, 2021

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, to establish an openend Asphalt Materials, Pick Up by Agency contract for use by WVDOH and the West Virginia Parkways Authority upon their request, on preventive maintenance and repair projects throughout the state of West Virginia, from the Vendor's plant. Contract pricing shall be made available to other public agencies upon their request and with the approval of the West Virginia Purchasing Division. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		SHIP TO				
		LOCATIONS	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City US	wv	No City US	WV			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Asphalt	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121601				
				1

Extended Description:

Asphalt

SCHEDULE OF EVENTS

Line	<u>Event</u>	Event Date
1	Tech Questions due by 10:00am	2021-11-18

Date Printed: Nov 18, 2021 Page: 2 FORM ID: WV-PRC-CRFQ-002 2020/05

SOLICITATION NUMBER: CRFQ DOT2200000084 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT22000000084 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Addendum of Vendor Questions and Responses

Bid Opening remains 11/30/2021 at 1:30pm

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.

Asphalt Materials Pick Up by Agency

To answer vendor posed questions.

Question #1:

In reference to Page 8 number 7 of the Asphalt Pickup bid that reads "Determining Low Bid Per Project" We have the following questions: Could you please provide the criteria and or the formula for how the lowest overall cost per project is determined?

Response #1:

The District Engineer, or their designee, will determine the anticipated needs of the project in advance, and will then look up the bid prices for all anticipated Contract Items for Vendors awarded a contract in the county. The bid prices will be multiplied by the estimated quantities for the project, and those calculations then totaled. Contract Items, including mileage, hauling mileage, mobilization, etc. will be factored into the total. The Vendor with the lowest bid price for the overall project will be issued a Delivery Order and offered the work. If they decline or are unavailable for the project, the District will then offer the project to the next lowest bidder.

WVDOH personnel utilize the PO Contract Asphalt Prices tool to assist them in looking up bid prices. This tool is created internally, using Vendors bid prices and the "Price Adjustments" described in Section 4 of the <u>Asphalt Materials Pick Up by Agency</u> specifications. This tool is available on the WVDOH website at:

https://transportation.wv.gov/highways/maintenance/Pages/POContractAsphalt Prices.aspx.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT2200000084

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 N	Jumbers Received:			
	x next to each addendum recei	ived	i)	
[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
further unders discussion he	stand that that any verbal repre ld between Vendor's represent	sen ativ	tatio es a	Idenda may be cause for rejection of this bid. I on made or assumed to be made during any oral and any state personnel is not binding. Only the iffications by an official addendum is binding. West Virginia Paving, Inco Company Authorized Signature November 30,2021 Date

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

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 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 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: (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 unpless the debt or employer default is permitted under the exception above.

4/1/
WITNESS THE FOLLOWING SIGNATURE: ORPO
Vendor's Name: West Virginia Paving Inc.
Authorized Signature: November 30, 2021
State of West Virginia VIRGINIA
County of <u>Kanwha</u> , to-wit:
Taken, subscribed, and sworn to before me this 30 day of November, 20_21.
My Commission expires March 10 , 20 24.
AFFIX SEAL HERE Notary Public, State of West Virginia DARY PUBLIC TOTAL AND THE PUBLIC TOTAL
Victoria W McGrew 2050 Charles Ava Purchasing Affidavit (Revised 01/19/2018)

My Commission Expires March 10, 2024

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- 2.3. "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.
- 2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "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.
- 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "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 determined in accordance with the cate Contract below:	L; EXTENSION: The term gory that has been identified	n of this Contract shad as applicable to the	all be nis
✓ Term Contract			
Initial Contract Term: This Contract initial contract term extends until	One (1) Year	Upon Award	and the
Renewal Term: This Contract may be and the Vendor, with approval of the P (Attorney General approval is as to for the Agency and then submitted to the late of the initial contract term or appraccordance with the terms and condition below, renewal of this Contract is limit periods or multiple renewal periods of periods do not exceed the total number Automatic renewal of this Contract is Agency, Purchasing Division and Attorior only)	Purchasing Division and the rm only). Any request for r Purchasing Division thirty ropriate renewal term. A Coons of the original contract ted to Three (3) Fless than one year, provider of months available in all prohibited. Renewals mus	e Attorney General's enewal should be de (30) days prior to the ontract renewal shale. Unless otherwise successive one (ed that the multiple renewal years combit be approved by the	s office elivered to le expiration I be in pecified (1) year renewal bined. e Vendor,
Alternate Renewal Term - successive year pe the total number of months cor Contract is prohibited. Renewal Division and Attorney General	eriods or shorter periods pr ntained in all available rene als must be approved by the	rovided that they do ewals. Automatic rer e Vendor, Agency, F	newal of this Purchasing
Delivery Order Limitations: In the ender may only be issued during the time within one year of the expiration of this delivery order is issued. No delivery of has expired.	me this Contract is in effect is Contract shall be effective	t. Any delivery orde re for one year from	r issued the date the
☐ Fixed Period Contract: This Controproceed and must be completed with	ract becomes effective upo hin	n Vendor's receipt o days.	of the notice
Fixed Period Contract with Rene receipt of the notice to proceed and pa specifications must be completed with work covered by the preceding senten warranty services will be provided for	ort of the Contract more ful hin da hice, the vendor agrees that i	ly described in the a ays. Upon completic maintenance, monito	ittached
One Time Purchase: The term of Document until all of the goods contr Contract extend for more than one fisc	racted for have been delive	m the issuance of the red, but in no event	ne Award will this
Other: See attached			

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.
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/Award Document 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. 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.
7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (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 a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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 it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.
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.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is

Revised 07/01/2021

listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:
✓ Commercial General Liability Insurance in at least an amount of: 1,000,000.00 per occurrence.
Automobile Liability Insurance in at least an amount of:per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least an amount of: per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence.
Cyber Liability Insurance in an amount of: per occurrence.
☐ Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
Pollution Insurance in an amount of: per occurrence.
Aircraft Liability in an amount of: per occurrence.
State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:
State of WV 1900 Kanawha Blvd. E., Bldg. 5 Charleston, WV 25305

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

not !	imit the State or Agency's right to pu	rsue any other available remedy. Vendor shall	nd shall pay
		for	<u> </u>
	✓ Liquidated Damages Contained	in the Specifications.	
11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:			

- 12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- 14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
- 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

- 16. 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.
- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 19. 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 § 148-1-5.2.b.
- **20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.
- 21. 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.
- 22. COMPLIANCE WITH LAWS: 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 laws, regulations, and ordinances.
 - SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. 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.

- 24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. PRIVACY, SECURITY, AND 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 http://www.state.wv.us/admin/purchase/privacy/default.html.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

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 any 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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
- 38. 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.

39. 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 with a purchasing.division@wv.gov.

- 40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.
- 41. 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.
 - c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- 1. 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
- 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.

42. 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.

- 43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- 44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
- 45. VOID CONTRACT CLAUSES This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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.

Rick Johnson Chief Estimator
(Name, Title)
Rick Johnson Cheif Estimator
(Printed Name and Title)
2950 Charles Ave. Dunbar WV 25064
(Address)
304-768-9733 304-768-9351
(Phone Number) / (Fax Number)
rjohnson@wvpaving.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code 54-3-62, which automatically voids certain contract clauses that violate States and GINIA

West Virginia Paving In RPO

(Company)

Robert Brookover Vice President

(Printed Name and Title of Authorized Representative)

November 30, 2021

(Date)

304-768-9733 304-768-9351

(Phone Number) (Fax Number)

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Na	me of Contracting Business Entity: West Virginia Paving, Inc. Address:	2950 Charles Ave
		Dunbar WV 25064
	Address:	1900 Kanawha Blvd. E Charleston, WV 25305
Na	me of Authorized Agent: Robert Brookover Address:	Online Conf., WV 20000
Co	ontract Number: CRFQ 0803 DOT2200000084 Contract Descrip	tion: Asphalt Materials, Pick Up by Agency
Go	overnmental agency awarding contract: West Virginia Division of Highways	
	Check here if this is a Supplemental Disclosure	
Lis en	et the Names of Interested Parties to the contract which are known or reasonatity for each category below (attach additional pages if necessary):	ably anticipated by the contracting business
1.	Subcontractors or other entities performing work or service under the Check here if none, otherwise list entity/individual names below.	e Contract
2.	Any person or entity who owns 25% or more of contracting entity (no	ot applicable to publicly traded entities)
Sig		he applicable contract (excluding legal act) ed: November 30,2021
N	otary Verification WRGINIA	
St	ate of West Virginia , County of Kanawha	
I, _ en pe	Robert Brookover, the a tity listed above, being duly sworn, acknowledge that the Disclosure hereinalty of perjury.	uthorized agent of the contracting business n is being made under oath and under the
Та	Notary Pu	vember , 2021 . bylic's Signature
Da Da	be completed by State Agency: ate Received by State Agency: ate submitted to Ethics Commission: by overnmental agency submitting Disclosure:	Official Seal Notary Public, State of West Virginia Victoria W McGrew 2950 Charles & Vissed June 8, 2018 Dunbar, WV 25064 My Commission Expires March 10, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2021

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 have ADDITIONAL INSURED provisions or be endorsed.

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	✓ Separation of Insured							PERSONAL & ADV I	NJURY	\$2,00	0,000
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	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	LICY LIMIT	\$	
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Charleston WV 23505				AUTHORIZED REPRESENTATIVE Jon Helegda							

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Jon Helegda



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/28/2020

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 have ADDITIONAL INSURED provisions or 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)

this	certificate does not confer rights to	the ce	rtific	ate holder in lieu of such	endors	ement(s).	15-W-272 ² 11			
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Mount	ain State Insurance Agency				PHONE (304) 720-2000 FAX (A/C, No): (304) 720-2002					
1206 Kanawha Blvd. E.					E-MAIL ADDRESS: jdrake@mountainstateinsurance.com					
Suite 100				INSURER(S) AFFORDING COVERAGE				NAIC#		
Charle	eston			WV 25301-2949	INSURER	A: SummitPo	oint Insurance	Company		15136
INSURE	D				INSURER	B: Argonaut	Insurance Co	mpany		19860
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10	Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$ 1,000	
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								EL Disease-Policy Limit	1,000	0,000
١	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) WVDOT-Division of Highways is named as additional insured with regards to General Liability and Auto Liability, where required by written contract. Project: CRFQ 0803 DOT2200000084									
CEP	TIFICATE HOLDER				CANC	ELLATION				
OER	West Virginia Dept. of Highways Bldg. 5, RM A-220 1900 Kanawha Blvd. E Charleston, WV 25302					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE				BEFORE
							@ 4000 204E	ACORD CORPORATION	All rig	hts reserved



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001429

Classification:

GENERAL ENGINEERING

WEST VIRGINIA PAVING INC DBA WEST VIRGINIA PAVING INC PO BOX 544 DUNBAR, WV 25064-0544

Date Issued

Expiration Date

AUGUST 15, 2021

AUGUST 15, 2022

Authorized Company Signature

Chair, West Virginia Contractor Licensing Board

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



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

STATE OF WEST VIRGINIA,

COUNTY	OF Kana	whato.	WIT:
COUNT		, , , , , , ,	

I,	Lori Hall	, after being first duly sworn, depose and state as follows:
1.	I am an employee of	West Virginia Paving, Inc. ; and,
	2 dill dill cilipio y cc di	(Company Name)
2.	I do hereby attest that _	West Virginia Paving, Inc.
۷.	I do hereby access that _	(Company Name)
	maintains a written plan policy are in compliance	for a drug-free workplace policy and that such plan and with West Virginia Code §21-1D.
The a	bove statements are swo	rn to under the penalty of perjury.
		Printed Name: Lori Hall Constitution of Consti
Taker	n, subscribed and sworn to	before me this 7th day of September , 2021 .
Ву Со	ommission expires	rch 10, 2024
(Seal)	Cotary Public)

Official Seal
Notary Public, State of West Virginia
Victoria W McGrew
2950 Charles Ave.
Dunbar, WV 25064
My Commission Expires March 10, 2024

Rev. July 7, 2017

VENDOR INSTRUCTIONS:

<u>Vendor shall complete Parts I, II and III below in their entirety</u>. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the <u>disqualification</u> of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	West Virginia Paving, Inc.
Asphalt Plant Name:	Gallipolis Plant
Asphalt Plant Location:	Gallipolis, OH
(911 Address)	Rt. 7 North
	Gallipolis, Ohio 45631

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

Х	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
х	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
х	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
	District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
Α	Asphalt Section 401 - Base I	TON	62.50
В	Asphalt Section 401 - 25mm Superpave	TON	No Bid
С	Asphalt Section 401 - Base II	TON	71.00
D	Asphalt Section 401 - Patch and Level	TON	71.00
E	Asphalt Section 401 - Wearing IV	TON	73.00
F	Asphalt Section 402 - Wearing IV	TON	No Bid
G	Asphalt Section 401 - 19mm Superpave	TON	No Bid
Н	Asphalt Section 401 - Scratch Course	TON	78.75
- 1	Asphalt Section 402 - 9.5mm Superpave	TON	No Bid
J	Asphalt Section 401 - Wearing 1	TON	78.75
K	Asphalt Section 402 - Wearing 1	TON	No Bid
L	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
М	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
N	Asphalt Section 401 - Wearing III	TON	No Bid
0	Asphalt Section 402 - Wearing III	TON	No Bid
Р	Asphalt Section 401 - 12.5mm Superpave	TON	No Bid
Q	Asphalt Section 402 - 12.5mm Superpave	TON	No Bid
R	Asphalt Plant Run	TON	78.75
S1	Surcharge for PG Binder - 70 minus 22	TON	4.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	3500.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1000.00

VENDOR INSTRUCTIONS:

<u>Vendor shall complete Parts I, II and III below in their entirety</u>. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the <u>disqualification</u> of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	West Virginia Paving, Inc.
Asphalt Plant Name:	Ashland Plant
Asphalt Plant Location:	Ashland Ky
(911 Address)	300 Greenup Ave.
_	Ashland, KY 41101

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

	District 1:	Boone, Clay, Kanawha, Mason and Putnam counties
Х	District 2:	Cabell, Lincoln, Logan, Mingo and Wayne counties
	District 3:	Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	District 4:	Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	District 5:	Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	District 6:	Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
	District 7:	Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
	District 8:	Pendleton, Pocahontas, Randolph and Tucker counties
	District 9:	Fayette, Greenbrier, Monroe, Nicholas and Summers counties
	District 10	: McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
Α	Asphalt Section 401 - Base I	TON	No Bid
В	Asphalt Section 401 - 25mm Superpave	TON	No Bid
С	Asphalt Section 401 - Base II	TON	68.00
D	Asphalt Section 401 - Patch and Level	TON	68.00
E	Asphalt Section 401 - Wearing IV	TON	70.00
F	Asphalt Section 402 - Wearing IV	TON	No Bid
G	Asphalt Section 401 - 19mm Superpave	TON	No Bid
Н	Asphalt Section 401 - Scratch Course	TON	74.00
I	Asphalt Section 402 - 9.5mm Superpave	TON	No Bid
J	Asphalt Section 401 - Wearing 1	TON	74.00
K	Asphalt Section 402 - Wearing 1	TON	No Bid
L	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
М	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
N	Asphalt Section 401 - Wearing III	TON	No Bid
0	Asphalt Section 402 - Wearing III	TON	No Bid
Р	Asphalt Section 401 - 12.5mm Superpave	TON	No Bid
Q	Asphalt Section 402 - 12.5mm Superpave	TON	No Bid
R	Asphalt Plant Run	TON	74.00
S1	Surcharge for PG Binder - 70 minus 22	TON	No Bid
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	No Bid
T1	Off-Season Plant Opening - First Day	DAY	3500.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1000.00

VENDOR INSTRUCTIONS:

<u>Vendor shall complete Parts I, II and III below in their entirety</u>. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the <u>disqualification</u> of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	West Virginia Paving, Inc.
Asphalt Plant Name:	Dunbar Plant
Asphalt Plant Location:	Dunbar, WV
(911 Address)	2902 Charles Ave.
_	Dunbar, WV 25064

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

х	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
Х	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
Х	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
	District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
Α	Asphalt Section 401 - Base I	TON	61.00
В	Asphalt Section 401 - 25mm Superpave	TON	66.50
С	Asphalt Section 401 - Base II	TON	66.00
D	Asphalt Section 401 - Patch and Level	TON	66.00
E	Asphalt Section 401 - Wearing IV	TON	68.00
F	Asphalt Section 402 - Wearing IV	TON	No Bid
G	Asphalt Section 401 - 19mm Superpave	TON	70.00
Н	Asphalt Section 401 - Scratch Course	TON	74.00
- 1	Asphalt Section 402 - 9.5mm Superpave	TON	84.00
J	Asphalt Section 401 - Wearing 1	TON	74.00
K	Asphalt Section 402 - Wearing 1	TON	83.00
L	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
М	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
N	Asphalt Section 401 - Wearing III	TON	95.00
0	Asphalt Section 402 - Wearing III	TON	No Bid
Р	Asphalt Section 401 - 12.5mm Superpave	TON	83.00
Q	Asphalt Section 402 - 12.5mm Superpave	TON	83.00
R	Asphalt Plant Run	TON	74.00
S1	Surcharge for PG Binder - 70 minus 22	TON	4.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	3500.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1000.00

VENDOR INSTRUCTIONS:

<u>Vendor shall complete Parts I, II and III below in their entirety</u>. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the <u>disqualification</u> of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	West Virginia Paving, Inc.
Asphalt Plant Name:	Beaver Plant
Asphalt Plant Location:	Beaver, WV
(911 Address)	195 Southern Industrial Drive
	Beaver, WV 25813

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
Х	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
Х	District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
Α	Asphalt Section 401 - Base I	TON	69.75
В	Asphalt Section 401 - 25mm Superpave	TON	73.50
C	Asphalt Section 401 - Base II	TON	74.00
D	Asphalt Section 401 - Patch and Level	TON	74.00
Е	Asphalt Section 401 - Wearing IV	TON	76.00
F	Asphalt Section 402 - Wearing IV	TON	No Bid
G	Asphalt Section 401 - 19mm Superpave	TON	76.00
Н	Asphalt Section 401 - Scratch Course	TON	78.00
ı	Asphalt Section 402 - 9.5mm Superpave	TON	81.00
J	Asphalt Section 401 - Wearing 1	TON	78.00
K	Asphalt Section 402 - Wearing 1	TON	81.00
L	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
М	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
N	Asphalt Section 401 - Wearing III	TON	90.00
0	Asphalt Section 402 - Wearing III	TON	No Bid
Р	Asphalt Section 401 - 12.5mm Superpave	TON	79.00
Q	Asphalt Section 402 - 12.5mm Superpave	TON	79.00
R	Asphalt Plant Run	TON	78.00
S1	Surcharge for PG Binder - 70 minus 22	TON	4.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	3500.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1000.00

VENDOR INSTRUCTIONS:

<u>Vendor shall complete Parts I, II and III below in their entirety</u>. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the <u>disqualification</u> of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	West Virginia Paving, Inc.
Asphalt Plant Name:	Huntington Plant
Asphalt Plant Location:	Huntington WV
(911 Address)	40222 Ohio River Road
	Huntington, WV 25702

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

X	District 1:	Boone, Clay, Kanawha, Mason and Putnam counties
Х	District 2:	Cabell, Lincoln, Logan, Mingo and Wayne counties
	District 3:	Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	District 4:	Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	District 5:	Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	District 6:	Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
	District 7:	Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
	District 8:	Pendleton, Pocahontas, Randolph and Tucker counties
	District 9:	Fayette, Greenbrier, Monroe, Nicholas and Summers counties
	District 10	: McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
Α	Asphalt Section 401 - Base I	TON	68.00
В	Asphalt Section 401 - 25mm Superpave	TON	68.00
С	Asphalt Section 401 - Base II	TON	68.00
D	Asphalt Section 401 - Patch and Level	TON	68.00
E	Asphalt Section 401 - Wearing IV	TON	70.00
F	Asphalt Section 402 - Wearing IV	TON	76.00
G	Asphalt Section 401 - 19mm Superpave	TON	71.00
Н	Asphalt Section 401 - Scratch Course	TON	74.00
I	Asphalt Section 402 - 9.5mm Superpave	TON	80.00
J	Asphalt Section 401 - Wearing 1	TON	74.00
K	Asphalt Section 402 - Wearing 1	TON	78.00
L	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
М	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
N	Asphalt Section 401 - Wearing III	TON	No Bid
0	Asphalt Section 402 - Wearing III	TON	No Bid
Р	Asphalt Section 401 - 12.5mm Superpave	TON	80.00
Q	Asphalt Section 402 - 12.5mm Superpave	TON	80.00
R	Asphalt Plant Run	TON	74.00
S1	Surcharge for PG Binder - 70 minus 22	TON	4.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	3500.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1000.00

VENDOR INSTRUCTIONS:

<u>Vendor shall complete Parts I, II and III below in their entirety</u>. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the <u>disqualification</u> of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	West Virginia Paving, Inc.
Asphalt Plant Name:	Whitman Plant
Asphalt Plant Location:	Whitman, WV
(911 Address)	US 119 Whitman Creek Road
	Whitman, WV 25652

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
χ	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
Х	District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
Α	Asphalt Section 401 - Base I	TON	79.50
В	Asphalt Section 401 - 25mm Superpave	TON	83.00
С	Asphalt Section 401 - Base II	TON	87.50
D	Asphalt Section 401 - Patch and Level	TON	87.50
Е	Asphalt Section 401 - Wearing IV	TON	89.00
F	Asphalt Section 402 - Wearing IV	TON	89.00
G	Asphalt Section 401 - 19mm Superpave	TON	85.00
Η	Asphalt Section 401 - Scratch Course	TON	93.00
I	Asphalt Section 402 - 9.5mm Superpave	TON	94.00
J	Asphalt Section 401 - Wearing 1	TON	93.00
K	Asphalt Section 402 - Wearing 1	TON	94.00
L	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
М	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
Ν	Asphalt Section 401 - Wearing III	TON	No Bid
0	Asphalt Section 402 - Wearing III	TON	No Bid
Р	Asphalt Section 401 - 12.5mm Superpave	TON	94.00
Q	Asphalt Section 402 - 12.5mm Superpave	TON	94.00
R	Asphalt Plant Run	TON	93.00
S1	Surcharge for PG Binder - 70 minus 22	TON	4.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	3500.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1000.00

VENDOR INSTRUCTIONS:

<u>Vendor shall complete Parts I, II and III below in their entirety</u>. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the <u>disqualification</u> of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	West Virginia Paving, Inc
Asphalt Plant Name:	Poca Plant
Asphalt Plant Location:	Poca, WV
(911 Address)	Wright Road
	Poca, WV 25159

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

х	District 1: B	Boone, Clay, Kanawha, Mason and Putnam counties
х	District 2: C	Cabell, Lincoln, Logan, Mingo and Wayne counties
х	District 3: C	Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	District 4: D	Ooddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	District 5: B	Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	District 6: B	Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
	District 7: B	Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
	District 8: P	Pendleton, Pocahontas, Randolph and Tucker counties
	District 9: F	ayette, Greenbrier, Monroe, Nicholas and Summers counties
	District 10:	McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
Α	Asphalt Section 401 - Base I	TON	61.00
В	Asphalt Section 401 - 25mm Superpave	TON	66.50
С	Asphalt Section 401 - Base II	TON	66.00
D	Asphalt Section 401 - Patch and Level	TON	66.00
E	Asphalt Section 401 - Wearing IV	TON	68.00
F	Asphalt Section 402 - Wearing IV	TON	No Bid
G	Asphalt Section 401 - 19mm Superpave	TON	70.00
Η	Asphalt Section 401 - Scratch Course	TON	74.00
	Asphalt Section 402 - 9.5mm Superpave	TON	84.00
J	Asphalt Section 401 - Wearing 1	TON	74.00
K	Asphalt Section 402 - Wearing 1	TON	83.00
L	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
М	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
N	Asphalt Section 401 - Wearing III	TON	95.00
0	Asphalt Section 402 - Wearing III	TON	No Bid
Р	Asphalt Section 401 - 12.5mm Superpave	TON	83.00
Q	Asphalt Section 402 - 12.5mm Superpave	TON	83.00
R	Asphalt Plant Run	TON	74.00
S1	Surcharge for PG Binder - 70 minus 22	TON	4.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	3500.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1000.00

VENDOR INSTRUCTIONS:

<u>Vendor shall complete Parts I, II and III below in their entirety</u>. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the <u>disqualification</u> of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	West Virginia Paving, Inc.
Asphalt Plant Name:	Elkins Plant
Asphalt Plant Location:	Elkins, WV
(911 Address)	Rt. 33 Kelly Mountain Road
	Elkins, WV 26241

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
	District 1. Boone, Gray, Nanawna, Mason and Fatham Countries
	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
X	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
Х	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
	District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract	Out to at the series of the se	Unit of	List Price
Item #	Contract Item Description	Measure	
Α	Asphalt Section 401 - Base I	TON	55.50
В	Asphalt Section 401 - 25mm Superpave	TON	56.75
С	Asphalt Section 401 - Base II	TON	60.00
D	Asphalt Section 401 - Patch and Level	TON	60.00
E	Asphalt Section 401 - Wearing IV	TON	60.00
F	Asphalt Section 402 - Wearing IV	TON	60.00
G	Asphalt Section 401 - 19mm Superpave	TON	60.00
Н	Asphalt Section 401 - Scratch Course	TON	65.00
I	Asphalt Section 402 - 9.5mm Superpave	TON	68.00
J	Asphalt Section 401 - Wearing 1	TON	65.00
K	Asphalt Section 402 - Wearing 1	TON	68.00
L	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
М	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
N	Asphalt Section 401 - Wearing III	TON	72.00
0	Asphalt Section 402 - Wearing III	TON	No Bid
Р	Asphalt Section 401 - 12.5mm Superpave	TON	67.00
Q	Asphalt Section 402 - 12.5mm Superpave	TON	67.00
R	Asphalt Plant Run	TON	65.00
S1	Surcharge for PG Binder - 70 minus 22	TON	4.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	3500.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1000.00

VENDOR INSTRUCTIONS:

<u>Vendor shall complete Parts I, II and III below in their entirety</u>. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the <u>disqualification</u> of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	West Virginia Paving, inc.
Asphalt Plant Name:	Scherr Plant
Asphalt Plant Location:	Scherr, WV
(911 Address)	Greenland Gap Road
_	Scherr, WV 26726

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
	District 1. Bootie, Olay, Nariawila, Masori and Futilatin Counties
	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
Х	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
Х	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
	District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
Α	Asphalt Section 401 - Base I	TON	58.00
В	Asphalt Section 401 - 25mm Superpave	TON	60.50
C	Asphalt Section 401 - Base II	TON	62.00
D	Asphalt Section 401 - Patch and Level	TON	62.00
Е	Asphalt Section 401 - Wearing IV	TON	64.00
F	Asphalt Section 402 - Wearing IV	TON	73.75
G	Asphalt Section 401 - 19mm Superpave	TON	63.50
Н	Asphalt Section 401 - Scratch Course	TON	66.50
I	Asphalt Section 402 - 9.5mm Superpave	TON	75.50
J	Asphalt Section 401 - Wearing 1	TON	66.50
K	Asphalt Section 402 - Wearing 1	TON	74.50
L	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
М	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
N	Asphalt Section 401 - Wearing III	TON	77.50
0	Asphalt Section 402 - Wearing III	TON	No Bid
Р	Asphalt Section 401 - 12.5mm Superpave	TON	75.50
Q	Asphalt Section 402 - 12.5mm Superpave	TON	75.50
R	Asphalt Plant Run	TON	66.50
S1	Surcharge for PG Binder - 70 minus 22	TON	4.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	3500.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1000.00

VENDOR INSTRUCTIONS:

<u>Vendor shall complete Parts I, II and III below in their entirety</u>. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the <u>disqualification</u> of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	West Virginia Paving, Inc.
Asphalt Plant Name:	Alta Plant
Asphalt Plant Location:	Asbury, WV
(911 Address)	Rt. 60, West Lewisburg
	Asbury, WV 24916

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

	District 1:	Boone, Clay, Kanawha, Mason and Putnam counties
	District 2:	Cabell, Lincoln, Logan, Mingo and Wayne counties
	District 3:	Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	District 4:	Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	District 5:	Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	District 6:	Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
	District 7:	Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
х	District 8:	Pendleton, Pocahontas, Randolph and Tucker counties
х	District 9:	Fayette, Greenbrier, Monroe, Nicholas and Summers counties
	District 10:	McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
Α	Asphalt Section 401 - Base I	TON	64.00
В	Asphalt Section 401 - 25mm Superpave	TON	67.50
С	Asphalt Section 401 - Base II	TON	72.00
D	Asphalt Section 401 - Patch and Level	TON	72.00
E	Asphalt Section 401 - Wearing IV	TON	74.00
F	Asphalt Section 402 - Wearing IV	TON	No Bid
G	Asphalt Section 401 - 19mm Superpave	TON	71.00
Н	Asphalt Section 401 - Scratch Course	TON	75.00
- 1	Asphalt Section 402 - 9.5mm Superpave	TON	84.50
J	Asphalt Section 401 - Wearing 1	TON	75.00
K	Asphalt Section 402 - Wearing 1	TON	83.50
L	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
М	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
N	Asphalt Section 401 - Wearing III	TON	No Bid
0	Asphalt Section 402 - Wearing III	TON	No Bid
Р	Asphalt Section 401 - 12.5mm Superpave	TON	74.50
Q	Asphalt Section 402 - 12.5mm Superpave	TON	74.50
R	Asphalt Plant Run	TON	75.00
S1	Surcharge for PG Binder - 70 minus 22	TON	4.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	3500.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1000.00

VENDOR INSTRUCTIONS:

<u>Vendor shall complete Parts I, II and III below in their entirety</u>. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the <u>disqualification</u> of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	West Virginia Paving, Inc.
Asphalt Plant Name:	Summersville Plant
Asphalt Plant Location:	Summersville, WV
(911 Address)	2816 Frontage Road
_	Summersville, WV 26651

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

X	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
X	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
X	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
	District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
Α	Asphalt Section 401 - Base I	TON	72.25
В	Asphalt Section 401 - 25mm Superpave	TON	74.50
С	Asphalt Section 401 - Base II	TON	81.00
D	Asphalt Section 401 - Patch and Level	TON	81.00
E	Asphalt Section 401 - Wearing IV	TON	82.00
F	Asphalt Section 402 - Wearing IV	TON	No Bid
G	Asphalt Section 401 - 19mm Superpave	TON	78.00
Н	Asphalt Section 401 - Scratch Course	TON	83.50
- 1	Asphalt Section 402 - 9.5mm Superpave	TON	84.50
J	Asphalt Section 401 - Wearing 1	TON	83.50
K	Asphalt Section 402 - Wearing 1	TON	87.00
L	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
М	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
N	Asphalt Section 401 - Wearing III	TON	91.50
0	Asphalt Section 402 - Wearing III	TON	No Bid
Р	Asphalt Section 401 - 12.5mm Superpave	TON	82.50
Q	Asphalt Section 402 - 12.5mm Superpave	TON	82.50
R	Asphalt Plant Run	TON	83.50
S1	Surcharge for PG Binder - 70 minus 22	TON	4.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	3500.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1000.00

VENDOR INSTRUCTIONS:

<u>Vendor shall complete Parts I, II and III below in their entirety</u>. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the <u>disqualification</u> of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	West Virginia Paving, Inc.
Asphalt Plant Name:	Princeton Plant
Asphalt Plant Location:	Ingleside, WV
(911 Address)	6941 Ingleside Drive
	Princeton, WV 24740

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
х	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
х	District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
Α	Asphalt Section 401 - Base I	TON	53.75
В	Asphalt Section 401 - 25mm Superpave	TON	59.50
С	Asphalt Section 401 - Base II	TON	66.50
D	Asphalt Section 401 - Patch and Level	TON	66.50
E	Asphalt Section 401 - Wearing IV	TON	67.50
F	Asphalt Section 402 - Wearing IV	TON	No Bid
G	Asphalt Section 401 - 19mm Superpave	TON	66.50
Н	Asphalt Section 401 - Scratch Course	TON	68.75
- 1	Asphalt Section 402 - 9.5mm Superpave	TON	76.00
J	Asphalt Section 401 - Wearing 1	TON	68.75
K	Asphalt Section 402 - Wearing 1	TON	76.00
L	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
М	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
N	Asphalt Section 401 - Wearing III	TON	No Bid
0	Asphalt Section 402 - Wearing III	TON	No Bid
Р	Asphalt Section 401 - 12.5mm Superpave	TON	75.00
Q	Asphalt Section 402 - 12.5mm Superpave	TON	75.00
R	Asphalt Plant Run	TON	68.75
S1	Surcharge for PG Binder - 70 minus 22	TON	4.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	3500.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1000.00

VENDOR INSTRUCTIONS:

<u>Vendor shall complete Parts I, II and III below in their entirety</u>. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the <u>disqualification</u> of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	West Virginia Paving, Inc.
Asphalt Plant Name:	Ripley Plant
Asphalt Plant Location:	Ripley, WV
(911 Address)	2187 Ripley Road
	Ripley, WV 25271

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

Х	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
Х	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
	District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
Α	Asphalt Section 401 - Base I	TON	No Bid
В	Asphalt Section 401 - 25mm Superpave	TON	No Bid
С	Asphalt Section 401 - Base II	TON	73.00
D	Asphalt Section 401 - Patch and Level	TON	73.00
E	Asphalt Section 401 - Wearing IV	TON	75.00
F	Asphalt Section 402 - Wearing IV	TON	No Bid
G	Asphalt Section 401 - 19mm Superpave	TON	No Bid
Н	Asphalt Section 401 - Scratch Course	TON	76.00
- 1	Asphalt Section 402 - 9.5mm Superpave	TON	No Bid
J	Asphalt Section 401 - Wearing 1	TON	76.00
K	Asphalt Section 402 - Wearing 1	TON	No Bid
L	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
М	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
N	Asphalt Section 401 - Wearing III	TON	90.00
0	Asphalt Section 402 - Wearing III	TON	No Bid
Р	Asphalt Section 401 - 12.5mm Superpave	TON	No Bid
Q	Asphalt Section 402 - 12.5mm Superpave	TON	No Bid
R	Asphalt Plant Run	TON	76.00
S1	Surcharge for PG Binder - 70 minus 22	TON	4.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	3500.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1000.00

VENDOR INSTRUCTIONS:

<u>Vendor shall complete Parts I, II and III below in their entirety</u>. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the <u>disqualification</u> of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	West Virginia Paving, Inc
Asphalt Plant Name:	Bluefield Plant
Asphalt Plant Location:	Bluefield, VA
(911 Address)	2967 Virginia Ave.
_	Bluefield, VA 24605

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

	District 1: E	Boone, Clay, Kanawha, Mason and Putnam counties
	District 2: (Cabell, Lincoln, Logan, Mingo and Wayne counties
	District 3: (Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	District 4:	Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	District 5: E	Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	District 6: E	Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
	District 7: E	Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
	District 8: F	Pendleton, Pocahontas, Randolph and Tucker counties
	District 9: F	Fayette, Greenbrier, Monroe, Nicholas and Summers counties
Х	District 10:	McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
Α	Asphalt Section 401 - Base I	TON	No Bid
В	Asphalt Section 401 - 25mm Superpave	TON	No Bid
C	Asphalt Section 401 - Base II	TON	66.50
D	Asphalt Section 401 - Patch and Level	TON	66.50
Е	Asphalt Section 401 - Wearing IV	TON	67.50
F	Asphalt Section 402 - Wearing IV	TON	No Bid
G	Asphalt Section 401 - 19mm Superpave	TON	No Bid
Н	Asphalt Section 401 - Scratch Course	TON	72.00
- 1	Asphalt Section 402 - 9.5mm Superpave	TON	No Bid
J	Asphalt Section 401 - Wearing 1	TON	72.00
K	Asphalt Section 402 - Wearing 1	TON	No Bid
L	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
М	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
N	Asphalt Section 401 - Wearing III	TON	No Bid
0	Asphalt Section 402 - Wearing III	TON	No Bid
Р	Asphalt Section 401 - 12.5mm Superpave	TON	No Bid
Q	Asphalt Section 402 - 12.5mm Superpave	TON	No Bid
R	Asphalt Plant Run	TON	72.00
S1	Surcharge for PG Binder - 70 minus 22	TON	4.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	3500.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1000.00