



State of West Virginia Request For Quotation



Procurement Folder: 281920

Document Description : ASPHALT - MATERIALS, DELIVERY AND LABOR BY THE VENDOR

Procurement Type : Agency Master Agreement

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Date Issued	Solicitation Closes	Solicitation No			Version	Phase			
2016-12-21	2017-01-11 14:00:00	ARFQ	0803	DOT1700900012	1	Final ·			
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FINANCE & ADMINISTRATION			Vendor Name, Address and Telephone	
DIVISION OF HIGHWAYS			Cast & Baker Corporation	
BLDG-5, RM A-220			2214 Washington Rd.	
1900-KANAWHA BLVD E			Cannonsburg, PA 15317	
CHARLESTON	W	25302	-	
us f			Ph: 724-745-6430	

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FOR INFORMATION	ON CO	NTACT	THE
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Angela Moorman (304) 558-9427

angle.j.moorman@wv.gov

Signature X FEIN # All offers subject to all terms and conditions contained in this solicitation

Date Printed: Dac 21, 2016 Solicitation Number: DOT1700000012

FEIN# . 25-1428005

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DATE 1/10/17

FORM ID : WV-PRC-ARFQ-001

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Line i	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	ASPHALT - MATERIALS, DELIVERY AND LABOR BY THE VENDOR				

Commodity Code	Manufacturer	Model #	Specification
30121601			

Extended Description
ASPHALT - MATERIALS, DELIVERY AND LABOR BY THE VENDOR PER THE E-CATALOG

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Line	Event		Event Date			
1 .	TECHNICAL QU	ESTION DUE	2016-12-29			

No. 1356 P. 3

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		LABOR BY THE VENDOR	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia Request For Quotation

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Document Description : ADDENDUM 1 ASPHALT-MATERIALS DELIVERY & LABOR BY THE VENDOR

Procurement Type: Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No			Version	Phase
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FINANCE & ADMINISTRATION			Vendor Name, Address and Telephone
DIVISION OF HIGHWAYS		1	Cast & Baker Corporation
BLDG 5, RM A-220			2214 Washington Rd.
1900 KANAWHA BLVD E	•		Cannonsburg, PA 15317
CHARLESTON	, W V	25302	1.
us f		•	Ph: 724-745-6430

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Date Printed: Jan 09, 2017 Solicitation Number: DOT1700000012

Page: 1

FORM ID : WV-PRC-ARFQ-001

DATE 1/17/17

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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	ASPHALT - MATERIALS, DELIVERY AND LABOR BY THE VENDOR				

Commodity Code Manufacturer	Model #	Specification	
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Extended Description ASPHALT - MATERIALS, DELIVERY AND LABOR BY THE VENDOR PER THE E-CATALOG

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ADDITIONAL TERMS AND CONDITIONS

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Document Description : ADDENDUM 1 ASPHALT-MATERIALS DELIVERY & LABOR BY THE VENDOR

Procurement Type ; Agency Master Agreement

Date Issued	Solicitation Closes		Solic	itation No	Version	Phase
2017-01-13	2017-01-18 14:00:00	ARFQ	0803	DOT1700000012	3	Final

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FINANCE & ADMINISTRATION			Vendor Name, Address and Telephone
DIVISION OF HIGHWAYS			Cast & Baker Corporation
BLDG 5, RM A-220			2214 Washington Rd.
1900 KANAWHA BLVD E			Cannonsburg, PA 15317
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Signature X / FEIN #
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Date Printed: Jan 13, 2017 Solicitation Number: DQT1760000012

FEIN# 25-1428005

Page: 1

DATE 1/17/17

FORM ID: WV-PRC-ARFQ-001

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VARIOUS AGENCY AS INDICATED BY		STATE OF WEST VIR	GINIA S AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price	
1	ASPHALT - MATERIALS, DELIVERY AND LABOR BY THE VENDOR					

Commodity Code	Manufacturer	Model #	Specification
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Extended Description

ASPHALT - MATERIALS, DELIVERY AND LABOR BY THE VENDOR PER THE E-CATALOG

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Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No		Version	Phase	
2017-01-13	2017-01-25 14:00:00	ARFQ	0803	DOT1700000012	4	Final

FINANCE & ADMINISTRATION		· ·	Vendor Name, Address and Telephone
DIVISION OF HIGHWAYS			Cast & Baker Corporation
BLDG 5, RM A-220			2214 Washington Rd.
1900 KANAWHA BLVD E			Cannonsburg, PA 15317
CHARLESTON	w	25302	<u> </u>
บร			Ph: 724-745-6430

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Data Printed: Jan 13, 2017 Solicitation Number: DOT170000012

FEIN# 25-1428005

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DATE 1/24/17

FORM ID : WV-PRC-ARFQ-001

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Commodity Code	Manufacturer	.Model#	Specification	
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Extended Description
ASPHALT - MATERIALS, DELIVERY AND LABOR BY THE VENDOR PER THE E-CATALOG

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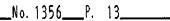
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		DELIVERY & LABOR BY THE VENDOR	

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Date Issued	Solicitation Closes	Solicitation No			Version	Phase
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DIVISION OF HIGHWAYS			Cast & Baker Corporation
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CHARLESTON	w	25302	<u> </u>
บร			Ph: 724-745-6430

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FEIN# 25-1428005

DATE 1/24/17

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

Daté Primed: Jan 23, 2017 Solicitation Number: DOT1700000012

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FORM ID: WV-PRC-ARFQ-001

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Commodity Code	Manufacturer	Model #	Specification	
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Extended Description
ASPHALT - MATERIALS, DELIVERY AND LABOR BY THE VENDOR PER THE E-CATALOG

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ADDITIONAL TERMS AND CONDITIONS

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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 5. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 6. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the Agency at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

- 7. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 8. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

16. 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., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
 - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
 - 2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
 - 2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.
 - 2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.
- 3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

A	Term Contract			
Initial	Contract Term:	This Contract becomes effective on	_award	and
extend	ls for a period of _	_until February 28, 2018	year(s).	

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Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited totwo successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed24 months in total. Automatic renewal of this Contract is prohibited.
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued prior to the expiration of this Contract shall be effective for no more than one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and that part of the Contract more fully described in the attached specifications must be completed within days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for successive one year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed months in total.
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one calendar year.
Other: See attached.
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor and Agency. 6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification. 7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract. 8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below. BID BOND: All Vendors shall furnish a 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 The performance bond must be received by the bond in the amount of Agency 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 Agency 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. MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year

delivered to the Agency prior to Contract award.

maintenance bond covering the roofing system. The maintenance bond must be issued and

INSURANCE: The apparent successful Vendor shall furnish proof insurance prior to Contract award and shall list the State as a certificate holder:	of the following
☐ Commercial General Liability Insurance: In the amount of \$1,000,000.0 ☐ Builders Risk Insurance: In an amount equal to 100% of the amount of the amount of the commercial General Liability Insurance: In the amount of the amount of the commercial General Liability Insurance: In the amount of \$1,000,000.0	or more. le Contract.
The apparent successful Vendor shall also furnish proof of any additional instruction on the specifications prior to Contract award regardless of whether of requirement is listed above.	urance requirements or not that insurance
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anythe Section entitled Licensing, of the General Terms and Conditions, the Vendor shall furnish proof of the following licenses, certifications, and/or permaward, in a form acceptable to the Agency.	apparent successful
[WEST VIRGINIA CONTRACTOR'S LICENSE	
The apparent successful Vendor shall also furnish proof of any additional licer contained in the specifications prior to Contract award regardless of wirequirement is listed above.	nses or certifications hether or not that
9. WORKERS' COMPENSATION INSURANCE: The apparent succe comply with laws relating to workers compensation, shall maintain wor insurance when required, and shall furnish proof of workers' compensative request.	rkers' compensation
10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages for To way be considered exclusive and shall not limit the State or Agency's right	nis clause snali ili ilo
available remedy.	
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification constitutes an offer to the Agency that cannot be unilaterally withdrawn, sign or service proposed by vendor meets the mandatory requirements contained in that product or service, unless otherwise indicated, and signifies acceptance conditions contained in the Solicitation unless otherwise indicated.	n the Solicitation for
12. FUNDING: This Contract shall continue for the term stated herein, contend appropriated by the Legislature or otherwise being made available. In the appropriated or otherwise made available, this Contract becomes void and of	ie event funds are not

- on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- 14. 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.
- 15. CANCELLATION: The Agency 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 Agency may also cancel any purchase or this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. 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.
- 18. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable:
- 20. 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.
- 21. 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.
- 22. 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.

- 23. 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 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.
- 24. 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 and any other government agency or office that may be required to approve such assignments.
- 25. 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.
- 26. 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.
- 27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any 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.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf.

29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

30. LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon

request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.
- 32. 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.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

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

34. 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.

- 35. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- 36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 37. 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.
- 38. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:
 - Such reports as the Agency 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 Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or

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in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check . Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 40. 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.
 - "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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 41. 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.

- 42. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
 - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
 - b. Solicitation and any documents required by the Solicitation,
 - c. Bid or Proposal,
 - d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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.

Cast & Baker Corporation
(Full Company Name)
Maulle
(Authorized Signature)
Michael J. Báker - President (Print or Type Name and Title
of Signatory)
724-745-6430
(Phone Number)
724-745-7778 (Fax Number)
(I ax Mulliber)
mbaker@castandbaker.com
(Email address)
1/24/17
(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Division of Highways is soliciting bids to establish an open-end Asphalt contract for use on preventive maintenance and repair projects throughout the state of West Virginia including materials, delivery and labor, by the Vendor, to a WVDOH project site.

This contract shall be effective upon award and shall expire on February 28, 2018. This contract may be renewed for one year at the same price, terms and conditions of the original contract including any subsequent change orders upon the mutual written consent of the WVDOH and the Vendors, until a new contract can be awarded.

NOTE:

- Please review all Contract Specifications and Pricing Pages/E-Catalog Spreadsheet items as the contract item numbers and supplier part numbers numbering format has been revised.
- Supplier Part Number, Manufacturer Part Number and Extended Description on the Pricing Pages/E-Catalog Spreadsheet shall coincide with the Contract Items in Section 3.2 of the Contract Specifications.
- The Standard Specifications Roads and Bridges book, 2017 edition, shall apply to this contract effective January 1, 2017. An on-line version of the 2017 edition shall be available after December 26, 2016 and a hardcopy format will be available through WVDOH Contract Administration Division in early 2017.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3.2.
 - 2.2 "Pricing Pages/E-Catalog Spreadsheet" means the schedule of prices attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services.
 - 2.4 "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.

- 2.5 "MP" and/or "MCS&T" used throughout this Solicitation means the Materials Procedures as administered by the WVDOH Materials Control, Soil and Testing Division who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference:

 http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx
- 2.6 "Bituminous Asphalt", "Hot Mix Asphalt", "HMA", "Warm Mix Asphalt" and "WMA" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, shall mean "Asphalt" throughout this Solicitation.
- 2.7 "RAP" used throughout this Solicitation means Reclaimed Asphalt Pavement.
- 2.8 "HPTO" used throughout this Solicitation means High Performance Thin Overlay.
- 2.9 "SP" used throughout this Solicitation means Special Provision.
- 2.10 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, are interchangeable.
- 2.11 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition.

3. GENERAL REQUIREMENTS:

3.1 The following sections of the Standard Specs, but not limited to, shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.12, 107.14, 107.15, 107.16, 107.19, 107.20, 107.23, 108.3, 108.5, 108.6, 108.7, 108.8, 109.1, 109.2, 109.9, 109.10, 109.20, 307.2.5, 401.4.2.1, 401.9.3, 401.9.7, 401.10.1, 408, 415 and 636.

A complete hard-copy of the latest Standard Specs may be obtained, after January 1, 2017, from:

West Virginia Division of Highways Contract Administration Division

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

An on-line version of these Standard Specs shall be available, after December 26, 2016, by sourcing: http://www.transportation.wv.gov/highways/Contractadmin/specifications

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

 Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.2.1 Materials: Items A through O are considered Materials. Materials from this contract <u>SHALL ONLY</u> be purchased when delivery by the Vendor and labor by the Vendor are required on a Delivery Order.
 - 3.2.2 There shall be no Item P for this contract.
 - 3.2.3 Performance Grade Binder: Items Q and R are surcharges to compensate the Vendor for supplying Asphalt when the referenced binder is substituted for the standard binder.
 - 3.2.4 Haul by Vendor: Item S is the distance over suitable routes selected by the WVDOH District Engineer using the allowed for haul costs that will provide the lowest total cost to the WVDOH and shall be measured from the Vendor's plant location, which shall be identified on the Information Attachment Form, to the WVDOH's mid-point of the project. The WVDOH shall source the WV Straight Line Diagrams for WV Primary Routes and WV Secondary Routes for these routes. The Diagrams are available in each WVDOH District Office and the WVDOH Central Office. WVDOH will determine the route to be taken due to bridge and/or road restrictions which shall have acceptable load limits for both roads and bridges.

Out-of-state delivery route mileage will be calculated by the WVDOH, the shortest route, by utilizing "Google Earth" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Diagrams will be sourced to the WVDOH mid-point of the projection location.

Haul by Vendor will only be requested in combination with other awarded items.

- 3.2.5 Lay Down of Materials: Item T shall provide lay down services for materials items A through O and AI. Lay Down shall be provided by the Vendor at projects designated by the WVDOH District Engineer. When directed on the Delivery Order, the Lay Down contractor shall construct the Asphalt Lay Down with a safety edge at no additional cost to the WVDOH.
- 3.2.6 Excavation for Shoulder Paving: Item U shall consist of removing existing shoulder material for a length and width as directed by the WVDOH District Engineer in two inch (2") vertical increments. Cost of loading, hauling and disposing of the excavated materials shall be included in the bid price for this item.
- 3.2.7 Asphalt Base I Shoulder Paving: Item V is a surcharge for work performed to pave road shoulders consisting of installing and compacting Asphalt Base I to the elevation of the existing pavement in the shoulder that is to be paved.

NOTE: Asphalt Base I will be paid as Item A. The Hauling of Asphalt Base I will be paid as Item S. The Lay Down will be paid as Item T. The Excavation will be paid as Item U.

3.2.8 Asphalt Base II Shoulder Paving: Item W is a surcharge for work performed to pave road shoulders consisting of installing and compacting Asphalt Base II to the elevation of the existing pavement in the shoulder that is to be paved.

NOTE: Asphalt Base II will be paid as Item C. The Hauling of Asphalt Base II will be paid as Item S. The Lay Down will be paid as Item T. The Excavation will be paid as Item U.

- 3.2.9 Tack Coat: Item X, Bituminous Material for Tack Coat or Prime Material furnished and applied shall be in accordance with Standard Specs Section 408 as directed by the WVDOH District Engineer.
- 3.2.10 Additional Heel-In Joints: Heel-In Joints at the beginning and the end of each paving location will be performed by the Vendor in accordance with the "Resurfacing Heel-In Detail", Figure 2, at the end of these Contract Specifications. Additional Heel-In Joints, Item Y, in accordance with the Resurfacing Heel-In Detail may be required as directed by the WVDOH District Engineer at intersecting roadways, at the beginning and end of each paving skip and other designated locations. Payment of Additional Heel-In Joints shall be paid per lineal foot as measured along the joint, which shall be full payment for complete construction of the joint.

- 3.2.11 Skip Paving Surcharge: Item Z, when the distance between the end of one skip and the beginning of the next does not exceed 2,500 feet, Skip Paving may be requested by the WVDOH District Engineer. Payment shall be made for each ton of final surface course material completed in place on the project. Patching and leveling in preparation for resurfacing of a project shall not be considered Skip Paving.
- 3.2.12 Pavement Profiling: shall consist of profiling the existing pavement to the specified grade and cross slope by grinding, planing or milling. The profiling equipment shall be capable of accurately establishing profile grades of ½" plus or minus, along each edge of the machine by reference from the existing pavement by use of ski or matching shoe or by reference to independent grade control. The equipment shall have an automatic system for controlling grade and cross slope. The Vendor shall provide adequate manpower and auxiliary equipment to control dust and remove cuttings from the project site. Stockpiling of cuttings on the project site will not be permitted. All cuttings shall become the property of the Vendor. The Vendor shall be responsible for damage to drainage facilities, manholes or other appurtenances within the pavement area.
 - 3.2.12.1 Mobilization for Profiling: Item AA, all preparatory operations including movement of necessary personnel and equipment onto the project site to begin the profiling work. Only one Mobilization for Profiling per Delivery Order shall be paid when Pavement Profiling (Milling), Item AB, is required.
 - 3.2.12.2 Pavement Profiling (Milling): Item AB, milling shall be measured as the total number of square yards planed or ground to a depth not exceeding two inches (2"). Should the required removal depth exceed two inches (2"), additional quantities shall be measured for each additional two inches (2") increment.

Hauling of Profiled Cuttings from project site to the Vendor's nearest production facility shall be paid per Haul by Vendor, Item S and weighed on truck scales in accordance with Standard Specs Section 401.9.3.

3.2.13 Pavement Repair: Item AC, shall consist of squaring up the repair area, removing damaged material to a depth directed by the WVDOH District Engineer, hauling and disposing of existing pavement, tacking of existing surfaces and placing and compacting Asphalt Base II in lifts not exceeding

two inches (2") to the level of the existing pavement. The cost for these requirements shall be bid per Item AC. There will be no price adjustment to the asphalt used for Pavement Repair.

All labor, equipment and material to complete Item AC shall be included in the unit bid price for Item AC. Any traffic control required shall be charged separately per Section 3.2.22 of these Contract Specifications as Item AO.

- 3.2.14 Asphalt Base, Wearing and Patching, and Leveling Courses, SP 401: Item AD, shall address the use of increased amounts of RAP used within mixes produced for projects in the WVDOH construction program. A copy of SP401, most recently dated 11/19/2015, is attached. When Item AD is requested on a Delivery Order, there shall be no pay item.
- 3.2.15 Crushed Aggregate Base Course: Item AE, RAP may be substituted for Class 10 Shoulder Stone materials on roadways where edge line pavement markings exist or are installed per Standard Specs Section 307.2.5. When Item AE is requested on a Delivery Order, there shall be no pay item.
- 3.2.16 Asphalt HPTO, SP496: Item AF, shall consist of constructing a single course of an asphalt HPTO, mixed mechanically in a plant, composed of aggregate and asphalt material designed in accordance with the Superpave Design System, on a prepared foundation in accordance with the specifications and in reasonable close conformity with the lines, grades, weights or thicknesses and cross sections shown on the plans or established by the WVDOH District Engineer. A copy of SP496, most recently dated 08/21/2014, is attached. Vendor shall provide pricing inclusive of lay down services.
 - 3.2.16.1 Item AG, Non-Tracking Tack, to be used with AF, shall be a MCS&T approved product from an approved vendor per MP and shall meet the recommended requirements of the supplier unless otherwise specified by the WVDOH District Engineer.
 - 3.2.16.2 Item AH, shall provide lay down services for Item AF.
 Any costs associated with the Material Transfer Device shall be included in the Vendor's bid price for laydown.
 Laydown shall be provided by the Vendor at projects designated by the WVDOH District Engineer.

Item AF shall be PG 76 minus 22 ordered in 300 ton increments and Item AH shall be requested at 300 tons or greater.

Hauling for Item AF shall be a separate bid item and not included in the combined material and laydown price. Hauling shall be charged per Item S of these Contract Specifications.

- 3.2.17 Ultra-Thin Asphalt Overlay, SP498: Item AI, covers the materials, equipment, construction and application procedures for placing Ultra-Thin Asphalt Overlays on existing paved surfaces in accordance with the specifications and in reasonable close conformity with the lines, grades, weights or thicknesses and cross sections shown on the plans or established by the WVDOH District Engineer. A copy of SP498, most recently dated 03/20/2014, is attached. Vendor shall provide pricing inclusive of lay down services.
- 3.2.18 Fine Milling of Asphalt Pavement Surfaces: Item AJ, shall be the fine milling of existing and/or new asphalt pavement at locations shown on the plans or as directed by the WVDOH District Engineer in accordance with the Standard Test Method for Measuring Pavement Macrotexture Depth using a Volumetric Technique, MP 401.07.24 per Standard Specs Section 415. Vendor shall provide pricing inclusive of lay down services

3.2.19 Rumble Strips:

- 3.2.19.1 Mobilization for Milled Rumble Strips: Item AK, all preparatory operations including movement of necessary personnel and equipment onto the project site to begin the work of Milling Rumble Strips. Only one Mobilization for Milling Rumble Strips per Delivery Order shall be paid when Milled Rumble Strips, Item AL, is required.
- 3.2.19.2 Milled Rumble Strips: Item AL, shall be in accordance with the "Rumble Strip Special Detail", Figure 1, at the end of these Contract Specifications.
- 3.2.20 Parking Lot and Facility Paving Surcharge: Item AM, is a surcharge which shall be provided when material, Items A through O, is used to pave parking lots.
- 3.2.21 Cleaning and Sweeping: Item AN, cleaning and sweeping shall be in accordance with Standard Specs Section 401.10.1, as well as, payment

shall be calculated as the paving length times the width swept. The WVDOH shall have the option to perform cleaning and sweeping.

3.2.22 Maintaining Traffic: While undergoing improvement, the project site shall be kept open to traffic in such condition that both local and through traffic will be adequately and safely accommodated. All improvement operations shall be scheduled by the Contractor to keep traffic delay to a minimum.

Traffic Control may be furnished by the WVDOH; however, when Pilot Truck and Driver, Item AO-1; Traffic Control Devices, Item AO-2; Flagger, Item AO-3 and/or Arrow Board, Item AO-4 are requested by the WVDOH District Engineer for a project, traffic shall be maintained by the Vendor in accordance with Standard Specs Section 636.

3.2.23 Mobilization for Paving Limits:

- 3.2.23.1 Daytime Paving Mobilization: Item AP-1 is a mobilization for paving charge which may be made when the Delivery Order quantity, per paving location, is less than 500 tons of Asphalt and nighttime paving is not requested.
- 3.2.23.2 Nighttime Paving Mobilization: Item AP-2 is a mobilization for paving charge which may be made when the Delivery Order directs that the paving is to be done at night.

Only one mobilization for paving per day of operation will be paid, unless moves of over five (5) miles between individual paving locations are required. In cases where a Vendor is required to move from one roadway to the adjacent roadway of a divided highway, additional mobilization for paving will only be paid if the nearest interchange or crossing point that will accommodate the Vendor's equipment is over five (5) miles from the paving locations. NOTE: This provision may require roundtrip moves of up to ten (10) miles with no additional mobilization for paving payment. An individual paving location shall be defined as a paving job where no skips exceeding 2,500 feet are involved, except between the approach slabs of a bridge or parallel pair of bridges.

3.2.24 Off-Season Plant Opening: Item AQ, if the Vendor is required to open his plant in the off-season to service the needs of the WVDOH, an additional payment will be made. The Vendor will be paid additional day

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

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

charge, or in this case, 20% of the additional day charges.

- 3.2.24.3 A certified statement shall accompany the invoice stating the total quantity produced on the additional day. If payment does not qualify due to tonnage produced, the next consecutive day of plant operation, if any, will qualify for payment at the additional day rate rather than the first day rate for plant opening.
- 3.2.25 Vendor's Plant Location: The Vendor shall provide the Vendor's Plant Location on the Information Attachment Form that will be supplying the materials listed on the Pricing Page/E-Catalog Spreadsheet. Please refer to Section 6.2.2 of these Contract Specifications.

4. PRICE ADJUSTMENTS:

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

Item	Description	AC (Average Asphalt Content)
Α	Section 401 - Base I	3.9
В	Section 401 - 37.5mm Superpave	4.0
С	Section 401 - Base II	5.0
D	Section 401 - Patch and Level	5.0
Е	Section 401 – Wearing IV	4.9
F	Section 402 - Wearing IV	5.1
G	Section 401 - 19mm Superpave	5.1
H	Section 401 - Scratch Course	5.7
I	Section 402 – 9.5mm Superpave	6.1
	Section 401 - Wearing I	5.8
K	Section 402 – Wearing I	6.1
L	Section 401 - 4.75mm Superpave	7.6
M	Section 402 - 4.75mm Superpave	7.8
N	Section 401 - Wearing III	7.5
0	Section 402 - Wearing III	7.5
AF	Asphalt HPTO, \$P496	7.8
AI	Ultra-Thin Asphalt Overlay, SP498	7.6

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

The bidding index for asphalt binder will be listed on the Contract Administration website for Fuel and Asphalt adjustments for January 2017.

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

6. CONTRACT AWARD:

- 6.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.
- 6.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment form:
 - 6.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item Bid. Vendor should not modify or add any information into the Column Headers.
 - 1) Column A Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank.
 - 2) Column C Supplier Name should identify the Vendor's Plant name.
 - 3) Column I Vendor shall not modify or change any Unit of Measure identified in this column.
 - 4) Column J List Price shall identify the Vendor's unit prices per Contract Items bid. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.
 - 5) Column T Picture File Name shall remain blank.

Vendors may bid any or all items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

6.2.2 Information Attachment Form: The Information Attachment Form shall identify the Plant and its location that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location information as requested, the Vendor's bid will be disqualified for that bid submission.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.
- If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheet must be submitted. Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.
- A bid submission SHALL include the Pricing Pages/E-Catalog
 Spreadsheet AND the Information Attachment Form. Any bid
 submitted without the Information Attachment Form WILL BE

 DISOUALIFIED.

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

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet for bid purposes by sending an email request to the following address: angie.i.moorman@wv.gov.

6.3 Contract award transition: Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Maintenance Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Maintenance Division to the Districts and Vendors, any Delivery Order issued toward the 2016 Contracts for material, delivery and labor by the

vendor shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Delivery Order that has not been completely filled by the Vendors from the 2016 Contracts for material, delivery and labor by the vendor shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from the 2016 Contracts for material, delivery and labor by the vendor should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

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

7. **DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor for individual repair paving projects, the WVDOH District Engineer will calculate the lowest overall total cost of the price of material plus any additional cost items. Charges for hauling will be calculated according to Section 3.2.4 of these Contract Specifications.

WVDOH reserves the right to request any one or combination of items for which bids are awarded at the lowest overall total as set forth in this section.

8. ORDERING AND PAYMENT:

- 8.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 8.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

9. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 9.1 Project Acceptance: Upon receipt of a Delivery Order, the Vendor shall advise the WVDOH, in writing, within five (5) calendar days of their acceptance of the project work of the Delivery Order. Failure on the Vendor's part to acknowledge acceptance of the project work may result in cancellation of the Delivery Order and re-award of the project to the next lowest bidder.
- 9.2 Delivery Time: Delivery Orders shall specify a starting date and a completion date based on the Vendor's acceptance of a Delivery Order. If work is not started by the Vendor by the specified starting date on the Delivery Order, the Delivery Order may be cancelled and issued to the next low bidder. If work is not completed by the completion date as specified on the Delivery Order, liquidated damages may be assessed in accordance with Standard Specs Section 108.7. Vendor shall deliver emergency orders within an agreed upon acceptable timeframe after orders are received. Vendor shall ship all orders in accordance with the dates assigned to each project per the Delivery Order and shall not hold orders until a minimum delivery quantity is met. No Vendor is authorized to ship, nor is the WVDOH authorized to receive materials prior to the issuance of a Delivery Order.
- 9.3 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- 9.4 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. Vendor's Plant Location. Haul by Vendor, Item S shall be requested on the Delivery Order. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 9.5 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

9.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

10. ANTI-COLLUSION CLAUSE:

- 10.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - 10.1.1. been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - 10.1.2 been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;
 - 10.1.3 been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - 10.1.4 exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 10.1.5 otherwise taken any action in restraint of free competitive bidding.
- 10.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - 10.2.1 made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;
 - 10.2.2 directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;

10.2.3 otherwise taken any action to put in a sham bid.

11. VENDOR DEFAULT:

- 11.1 The following shall be considered a vendor default under this Contract.
 - 11.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 11.1.2 Failure to comply with other specifications and requirements contained herein.
 - 11.1.3 Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this Contract.
 - 11.1.4 Failure to remedy deficient performance upon request.
- 11.2 The following remedies shall be available to Agency upon default.
 - 11.2.1 Immediate cancellation of the Contract.
 - 11.2.2 Immediate cancellation of one or more Delivery Orders issued under this Contract.
 - 11.2.3 Any other remedies available in law or equity.

12. MISCELLENOUS:

- 12.1 No Substitutions: The Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 12.2 Vendor Supply: The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.
- 12.3 Vendor's Invoices: Invoices for materials, Items A through R and Items AF, AI and AG, must be submitted separately from all other items. All other items shall

be submitted on a separate invoice. The Vendor's invoices must be submitted as an original and one copy containing the following information:

- a) All weigh ticket numbers for material delivered and cuttings hauled during the invoice period.
- b) WVDOH Delivery Order number and this contract number.
- c) Total quantity and unit price with the total cost of each type of material furnished.
- d) No payment will be made to a Contractor for Daytime Paving
 Mobilization, Item AP-1 unless the quantity is less than 500 tons or
 Nighttime Paving Mobilization, Item AP-2 unless the Delivery Order
 directs that the paving is to be done at night.
- 12.4 Reports: The Vendor shall provide quarterly reports and annual summaries to the Agency showing the Contract Items purchased, quantities of Contract Items purchased and the total dollar value of the Contract Items purchased. The Vendor shall also provide reports, upon request, showing the Contract Items purchased during the term of this Contract, the quantity purchased for each of those Contract Items and the total value of purchases for each of those Contract Items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 12.5 Contract Manager: During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. The Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Michael J. Baker

Telephone Number: 724-745-6430

Fax Number: 724-745-7778

Email Address: mbaker@castandbaker.com

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Division of Highways is soliciting bids to establish an open-end Asphalt contract for use on preventive maintenance and repair projects throughout the state of West Virginia including materials, delivery and labor, by the Vendor, to a WVDOH project site.

This contract shall be effective upon award and shall expire on February 28, 2018. This contract may be renewed for one year at the same price, terms and conditions of the original contract including any subsequent change orders upon the mutual written consent of the WVDOH and the Vendors, until a new contract can be awarded.

NOTE:

- Please review all Contract Specifications and Pricing Pages/E-Catalog Spreadsheet items as the contract item numbers and supplier part numbers numbering format has been revised.
- Supplier Part Number, Manufacturer Part Number and Extended Description on the Pricing Pages/E-Catalog Spreadsheet shall coincide with the Contract Items in Section 3.2 of the Contract Specifications.
- The Standard Specifications Roads and Bridges book, 2017 edition, shall apply to this contract effective January 1, 2017. An on-line version of the 2017 edition shall be available after December 26, 2016 and a hardcopy format will be available through WVDOH Contract Administration Division in early 2017.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3.2.
 - 2.2 "Pricing Pages/E-Catalog Spreadsheet" means the schedule of prices attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services.
 - 2.4 "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.

- 2.5 "MP" and/or "MCS&T" used throughout this Solicitation means the Materials Procedures as administered by the WVDOH Materials Control, Soil and Testing Division who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference:
 - http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx
- 2.6 "Bituminous Asphalt", "Hot Mix Asphalt", "HMA", "Warm Mix Asphalt" and "WMA" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, shall mean "Asphalt" throughout this Solicitation.
- "RAP" used throughout this Solicitation means Reclaimed Asphalt Pavement.
- 2.8 "HPTO" used throughout this Solicitation means High Performance Thin Overlay.
- 2.9 "SP" used throughout this Solicitation means Special Provision.
- 2.10 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, are interchangeable.
- 2.11 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition.

3. GENERAL REQUIREMENTS:

3.1 The following sections of the Standard Specs, but not limited to, shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.12, 107.14, 107.15, 107.16, 107.19, 107.20, 107.23, 108.3, 108.5, 108.6, 108.7, 108.8, 109.1, 109.2, 109.9, 109.10, 109.20, 307.2.5, 401.4.2.1, 401.9.3, 401.9.7, 401.10.1, 408, 415 and 636.

A complete hard-copy of the latest Standard Specs may be obtained, after January 1, 2017, from:

West Virginia Division of Highways Contract Administration Division

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

An on-line version of these Standard Specs shall be available, after December 26, 2016, by sourcing: http://www.transportation.wv.gov/highways/Contractadmin/specifications

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

 Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.2.1 Materials: Items A through O are considered Materials. Materials from this contract <u>SHALL ONLY</u> be purchased when delivery by the Vendor and labor by the Vendor are required on a Delivery Order.
 - 3.2.2 There shall be no Item P for this contract.
 - 3.2.3 Performance Grade Binder: Items Q and R are surcharges to compensate the Vendor for supplying Asphalt when the referenced binder is substituted for the standard binder.
 - 3.2.4 Haul by Vendor: Item S is the distance over suitable routes selected by the WVDOH District Engineer using the allowed for haul costs that will provide the lowest total cost to the WVDOH and shall be measured from the Vendor's plant location, which shall be identified on the Information Attachment Form, to the WVDOH's mid-point of the project. The WVDOH shall source the WV Straight Line Diagrams for WV Primary Routes and WV Secondary Routes for these routes. The Diagrams are available in each WVDOH District Office and the WVDOH Central Office. WVDOH will determine the route to be taken due to bridge and/or road restrictions which shall have acceptable load limits for both roads and bridges.

Out-of-state delivery route mileage will be calculated by the WVDOH, the shortest route, by utilizing "Google Earth" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Diagrams will be sourced to the WVDOH mid-point of the projection location.

Haul by Vendor will only be requested in combination with other awarded items.

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REQUEST FOR QUOTATION Asphalt Materials, Delivery and Labor by the Vendor, ONLY

- 3.2.5 Lay Down of Materials: Item T shall provide lay down services for materials items A through O and AI. Lay Down shall be provided by the Vendor at projects designated by the WVDOH District Engineer. When directed on the Delivery Order, the Lay Down contractor shall construct the Asphalt Lay Down with a safety edge at no additional cost to the WVDOH.
- 3.2.6 Excavation for Shoulder Paving: Item U shall consist of removing existing shoulder material for a length and width as directed by the WVDOH District Engineer in two inch (2") vertical increments. Cost of loading, hauling and disposing of the excavated materials shall be included in the bid price for this item.
- 3.2.7 Asphalt Base I Shoulder Paving: Item V is a surcharge for work performed to pave road shoulders consisting of installing and compacting Asphalt Base I to the elevation of the existing pavement in the shoulder that is to be paved.

NOTE: Asphalt Base I will be paid as Item A. The Hauling of Asphalt Base I will be paid as Item S. The Lay Down will be paid as Item T. The Excavation will be paid as Item U.

3.2.8 Asphalt Base II Shoulder Paving: Item W is a surcharge for work performed to pave road shoulders consisting of installing and compacting Asphalt Base II to the elevation of the existing pavement in the shoulder that is to be paved.

NOTE: Asphalt Base II will be paid as Item C. The Hauling of Asphalt Base II will be paid as Item S. The Lay Down will be paid as Item T. The Excavation will be paid as Item U.

- 3.2.9 Tack Coat: Item X, Bituminous Material for Tack Coat or Prime Material furnished and applied shall be in accordance with Standard Specs Section 408 as directed by the WVDOH District Engineer.
- 3.2.10 Additional Heel-In Joints: Heel-In Joints at the beginning and the end of each paving location will be performed by the Vendor in accordance with the "Resurfacing Heel-In Detail", Figure 2, at the end of these Contract Specifications. Additional Heel-In Joints, Item Y, in accordance with the Resurfacing Heel-In Detail may be required as directed by the WVDOH District Engineer at intersecting roadways, at the beginning and end of each paving skip and other designated locations. Payment of Additional Heel-In Joints shall be paid per lineal foot as measured along the joint, which shall be full payment for complete construction of the joint.

- 3.2.11 Skip Paving Surcharge: Item Z, when the distance between the end of one skip and the beginning of the next does not exceed 2,500 feet, Skip Paving may be requested by the WVDOH District Engineer. Payment shall be made for each ton of final surface course material completed in place on the project. Patching and leveling in preparation for resurfacing of a project shall not be considered Skip Paving.
- 3.2.12 Pavement Profiling: shall consist of profiling the existing pavement to the specified grade and cross slope by grinding, planing or milling. The profiling equipment shall be capable of accurately establishing profile grades of ½" plus or minus, along each edge of the machine by reference from the existing pavement by use of ski or matching shoe or by reference to independent grade control. The equipment shall have an automatic system for controlling grade and cross slope. The Vendor shall provide adequate manpower and auxiliary equipment to control dust and remove cuttings from the project site. Stockpiling of cuttings on the project site will not be permitted. All cuttings shall become the property of the Vendor. The Vendor shall be responsible for damage to drainage facilities, manholes or other appurtenances within the pavement area.
 - 3.2.12.1 Mobilization for Profiling: Item AA, all preparatory operations including movement of necessary personnel and equipment onto the project site to begin the profiling work. Only one Mobilization for Profiling per Delivery Order shall be paid when Pavement Profiling (Milling), Item AB, is required.
 - 3.2.12.2 Pavement Profiling (Milling): Item AB, milling shall be measured as the total number of square yards planed or ground to a depth not exceeding two inches (2"). Should the required removal depth exceed two inches (2"), additional quantities shall be measured for each additional two inches (2") increment.

Hauling of Profiled Cuttings from project site to the Vendor's nearest production facility shall be paid per Haul by Vendor, Item S and weighed on truck scales in accordance with Standard Specs Section 401.9.3.

3.2.13 Pavement Repair: Item AC, shall consist of squaring up the repair area, removing damaged material to a depth directed by the WVDOH District Engineer, hauling and disposing of existing pavement, tacking of existing surfaces and placing and compacting Asphalt Base II in lifts not exceeding

two inches (2") to the level of the existing pavement. The cost for these requirements shall be bid per Item AC. There will be no price adjustment to the asphalt used for Pavement Repair.

All labor, equipment and material to complete Item AC shall be included in the unit bid price for Item AC. Any traffic control required shall be charged separately per Section 3.2.22 of these Contract Specifications as Item AO.

- 3.2.14 Asphalt Base, Wearing and Patching, and Leveling Courses, SP 401: Item AD, shall address the use of increased amounts of RAP used within mixes produced for projects in the WVDOH construction program. A copy of SP401, most recently dated 11/19/2015, is attached. When Item AD is requested on a Delivery Order, there shall be no pay item.
- 3.2.15 Crushed Aggregate Base Course: Item AE, RAP may be substituted for Class 10 Shoulder Stone materials on roadways where edge line pavement markings exist or are installed per Standard Specs Section 307.2.5. When Item AE is requested on a Delivery Order, there shall be no pay item.
- 3.2.16 Asphalt HPTO, SP496: Item AF, shall consist of constructing a single course of an asphalt HPTO, mixed mechanically in a plant, composed of aggregate and asphalt material designed in accordance with the Superpave Design System, on a prepared foundation in accordance with the specifications and in reasonable close conformity with the lines, grades, weights or thicknesses and cross sections shown on the plans or established by the WVDOH District Engineer. A copy of SP496, most recently dated 08/21/2014, is attached. Vendor shall provide pricing inclusive of lay down services.
 - 3.2.16.1 Item AG, Non-Tracking Tack, to be used with AF, shall be a MCS&T approved product from an approved vendor per MP and shall meet the recommended requirements of the supplier unless otherwise specified by the WVDOH District Engineer.
 - 3.2.16.2 Item AH, shall provide lay down services for Item AF.
 Any costs associated with the Material Transfer Device shall be included in the Vendor's bid price for laydown.
 Laydown shall be provided by the Vendor at projects designated by the WVDOH District Engineer.

Item AF shall be PG 76 minus 22 ordered in 300 ton increments and Item AH shall be requested at 300 tons or greater.

Hauling for Item AF shall be a separate bid item and not included in the combined material and laydown price. Hauling shall be charged per Item S of these Contract Specifications.

- 3.2.17 Ultra-Thin Asphalt Overlay, SP498: Item AI, covers the materials, equipment, construction and application procedures for placing Ultra-Thin Asphalt Overlays on existing paved surfaces in accordance with the specifications and in reasonable close conformity with the lines, grades, weights or thicknesses and cross sections shown on the plans or established by the WVDOH District Engineer. A copy of SP498, most recently dated 03/20/2014, is attached. Vendor shall provide pricing inclusive of lay down services.
- 3.2.18 Fine Milling of Asphalt Pavement Surfaces: Item AJ, shall be the fine milling of existing and/or new asphalt pavement at locations shown on the plans or as directed by the WVDOH District Engineer in accordance with the Standard Test Method for Measuring Pavement Macrotexture Depth using a Volumetric Technique, MP 401.07.24 per Standard Specs Section 415. Vendor shall provide pricing inclusive of lay down services

3.2.19 Rumble Strips:

- 3.2.19.1 Mobilization for Milled Rumble Strips: Item AK, all preparatory operations including movement of necessary personnel and equipment onto the project site to begin the work of Milling Rumble Strips. Only one Mobilization for Milling Rumble Strips per Delivery Order shall be paid when Milled Rumble Strips, Item AL, is required.
- 3.2.19.2 Milled Rumble Strips: Item AL, shall be in accordance with the "Rumble Strip Special Detail", Figure 1, at the end of these Contract Specifications.
- 3.2.20 Parking Lot and Facility Paving Surcharge: Item AM, is a surcharge which shall be provided when material, Items A through O, is used to pave parking lots.
- 3.2.21 Cleaning and Sweeping: Item AN, cleaning and sweeping shall be in accordance with Standard Specs Section 401.10.1, as well as, payment

shall be calculated as the paving length times the width swept. The WVDOH shall have the option to perform cleaning and sweeping.

3.2.22 Maintaining Traffic: While undergoing improvement, the project site shall be kept open to traffic in such condition that both local and through traffic will be adequately and safely accommodated. All improvement operations shall be scheduled by the Contractor to keep traffic delay to a minimum.

Traffic Control may be furnished by the WVDOH; however, when Pilot Truck and Driver, Item AO-1; Traffic Control Devices, Item AO-2; Flagger, Item AO-3 and/or Arrow Board, Item AO-4 are requested by the WVDOH District Engineer for a project, traffic shall be maintained by the Vendor in accordance with Standard Specs Section 636.

3.2.23 Mobilization for Paving Limits:

- 3.2.23.1 Daytime Paving Mobilization: Item AP-1 is a mobilization for paving charge which may be made when the Delivery Order quantity, per paving location, is less than 500 tons of Asphalt and nighttime paving is not requested.
- 3.2.23.2 Nighttime Paving Mobilization: Item AP-2 is a mobilization for paving charge which may be made when the Delivery Order directs that the paving is to be done at night.

Only one mobilization for paving per day of operation will be paid, unless moves of over five (5) miles between individual paving locations are required. In cases where a Vendor is required to move from one roadway to the adjacent roadway of a divided highway, additional mobilization for paving will only be paid if the nearest interchange or crossing point that will accommodate the Vendor's equipment is over five (5) miles from the paving locations. NOTE: This provision may require roundtrip moves of up to ten (10) miles with no additional mobilization for paving payment. An individual paving location shall be defined as a paving job where no skips exceeding 2,500 feet are involved, except between the approach slabs of a bridge or parallel pair of bridges.

3.2.24 Off-Season Plant Opening: Item AQ, if the Vendor is required to open his plant in the off-season to service the needs of the WVDOH, an additional payment will be made. The Vendor will be paid additional day

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

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

charge, or in this case, 20% of the additional day charges.

- 3.2.24.3 A certified statement shall accompany the invoice stating the total quantity produced on the additional day. If payment does not qualify due to tonnage produced, the next consecutive day of plant operation, if any, will qualify for payment at the additional day rate rather than the first day rate for plant opening.
- 3.2.25 Vendor's Plant Location: The Vendor <u>shall</u> provide the Vendor's Plant Location on the Information Attachment Form that will be supplying the materials listed on the Pricing Page/E-Catalog Spreadsheet. Please refer to Section 6.2.2 of these Contract Specifications.

4. PRICE ADJUSTMENTS:

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

Item	Description	AC (Average Asphalt Content)
A	Section 401 - Base I	3.9
B	Section 401 - 37.5mm Superpave	4.0
C	Section 401 - Base II	5.0
D	Section 401 - Patch and Level	5.0
E	Section 401 - Wearing IV	4.9
F	Section 402 - Wearing IV	5.1
G	Section 401 – 19mm Superpave	5.1
H	Section 401 - Scratch Course	5.7
1	Section 402 – 9.5mm Superpave	6.1
J	Section 401 - Wearing I	5.8
K	Section 402 - Wearing I	6.1
L	Section 401 – 4.75mm Superpave	7.6
M	Section 402 - 4.75mm Superpave	7.8
N	Section 401 - Wearing III	7.5
Ō	Section 402 - Wearing III	7.5
AF	Asphalt HPTO, SP496	7.8
AI	Ultra-Thin Asphalt Overlay, SP498	7.6

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

The bidding index for asphalt binder will be listed on the Contract Administration website for Fuel and Asphalt adjustments for January 2017.

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

6. CONTRACT AWARD:

- 6.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.
- 6.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment form:
 - 6.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item Bid. Vendor should not modify or add any information into the Column Headers.
 - 1) Column A Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank.
 - 2) Column C Supplier Name should identify the Vendor's Plant name.
 - 3) Column I Vendor shall not modify or change any Unit of Measure identified in this column.
 - 4) Column J List Price shall identify the Vendor's unit prices per Contract Items bid. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.
 - 5) Column T Picture File Name shall remain blank.

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Vendors may bid any or all items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

6.2.2 Information Attachment Form: The Information Attachment Form shall identify the Plant and its location that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location information as requested, the Vendor's bid will be disqualified for that bid submission.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations.
 and ALL pricing is the same, ALL Plant Locations can be listed on
 one Information Attachment Form and one Pricing Page/E-Catalog
 Spreadsheet submission is acceptable.
- If a Vendor will be supplying materials from multiple Plant Locations. at varying prices. additional, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheet must be submitted. Multiple Plant Locations, with varying prices. shall be submitted on separate bid submissions.
- A bid submission SHALL include the Pricing Pages/E-Catalog Spreadsheet AND the Information Attachment Form. Any bid submitted without the Information Attachment Form WILL BE DISQUALIFIED.

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

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet for bid purposes by sending an email request to the following address: angie.j.moorman@wv.gov.

6.3 Contract award transition: Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Maintenance Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Maintenance Division to the Districts and Vendors, any Delivery Order issued toward the 2016 Contracts for material, delivery and labor by the

vendor shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Delivery Order that has not been completely filled by the Vendors from the 2016 Contracts for material, delivery and labor by the vendor shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from the 2016 Contracts for material, delivery and labor by the vendor should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

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

7. **DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor for individual repair paving projects, the WVDOH District Engineer will calculate the lowest overall total cost of the price of material plus any additional cost items. Charges for hauling will be calculated according to Section 3.2.4 of these Contract Specifications.

WVDOH reserves the right to request any one or combination of items for which bids are awarded at the lowest overall total as set forth in this section.

8. ORDERING AND PAYMENT:

- 8.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 8.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

9. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 9.1 Project Acceptance: Upon receipt of a Delivery Order, the Vendor shall advise the WVDOH, in writing, within five (5) calendar days of their acceptance of the project work of the Delivery Order. Failure on the Vendor's part to acknowledge acceptance of the project work may result in cancellation of the Delivery Order and re-award of the project to the next lowest bidder.
- 9.2 Delivery Time: Delivery Orders shall specify a starting date and a completion date based on the Vendor's acceptance of a Delivery Order. If work is not started by the Vendor by the specified starting date on the Delivery Order, the Delivery Order may be cancelled and issued to the next low bidder. If work is not completed by the completion date as specified on the Delivery Order, liquidated damages may be assessed in accordance with Standard Specs Section 108.7. Vendor shall deliver emergency orders within an agreed upon acceptable timeframe after orders are received. Vendor shall ship all orders in accordance with the dates assigned to each project per the Delivery Order and shall not hold orders until a minimum delivery quantity is met. No Vendor is authorized to ship, nor is the WVDOH authorized to receive materials prior to the issuance of a Delivery Order.
- 9.3 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- 9.4 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. Vendor's Plant Location. Haul by Vendor, Item S shall be requested on the Delivery Order. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 9.5 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

9.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

10. ANTI-COLLUSION CLAUSE:

- 10.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - 10.1.1. been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - 10.1.2 been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;
 - 10.1.3 been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - 10.1.4 exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 10.1.5 otherwise taken any action in restraint of free competitive bidding.
- 10.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - 10.2.1 made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;
 - 10.2.2 directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;

10.2.3 otherwise taken any action to put in a sham bid.

11. VENDOR DEFAULT:

- 11.1 The following shall be considered a vendor default under this Contract.
 - 11.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 11.1.2 Failure to comply with other specifications and requirements contained herein.
 - 11.1.3 Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this Contract.
 - 11.1.4 Failure to remedy deficient performance upon request.
- 11.2 The following remedies shall be available to Agency upon default.
 - 11.2.1 Immediate cancellation of the Contract.
 - 11.2.2 Immediate cancellation of one or more Delivery Orders issued under this Contract.
 - 11.2.3 Any other remedies available in law or equity.

12. MISCELLENOUS:

- 12.1 No Substitutions: The Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 12.2 Vendor Supply: The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.
- 12.3 Vendor's Invoices: Invoices for materials, Items A through R and Items AF, AI and AG, must be submitted separately from all other items. All other items shall

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REQUEST FOR QUOTATION Asphalt Materials, Delivery and Labor by the Vendor, ONLY

be submitted on a separate invoice. The Vendor's invoices must be submitted as an original and one copy containing the following information:

- a) All weigh ticket numbers for material delivered and cuttings hauled during the invoice period.
- b) WVDOH Delivery Order number and this contract number.
- c) Total quantity and unit price with the total cost of each type of material furnished.
- d) No payment will be made to a Contractor for Daytime Paving Mobilization, Item AP-1 unless the quantity is less than 500 tons or Nighttime Paving Mobilization, Item AP-2 unless the Delivery Order directs that the paving is to be done at night.
- 12.4 Reports: The Vendor shall provide quarterly reports and annual summaries to the Agency showing the Contract Items purchased, quantities of Contract Items purchased and the total dollar value of the Contract Items purchased. The Vendor shall also provide reports, upon request, showing the Contract Items purchased during the term of this Contract, the quantity purchased for each of those Contract Items and the total value of purchases for each of those Contract Items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 12.5 Contract Manager: During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. The Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Michael J. Baker

Telephone Number: 724-745-6430

Fax Number: 724-745-7778

Email Address: mbaker@castandbaker.com

INFORMATION ATTACHMENT FORM Vendor's Storage Sites Asphalt - Materials , Delivery and Labor by the Vendor, ONLY

VENDOR NAME_	Cast & Baker Corporation
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Mandatory - Vendor shall complete this form and return with bid submission.

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

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

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123031000000	TW2	Oad & Baker Corporation	N'A	1-W2	30121801	Asphalt	District 1 - Asphat Base ti Shoulder Paving Surchargo - 101 to 200 Tens	TON	No Bid								A NA	П
000000150631	17/15	Cast & Baker Corporation	NA	1-W3	30)21601	Auctual	District 1 - Asphat Base II Shoulder Paving Surcharge - 201 to 500 Tons	TON	No Bid	7	N/A	N/A	. N/A	NΑ	NA	WAIN	ANA	
000000160831	1-9/4	Card & thaker Corporation	NA	1-W4	30121601	Aughort	District 1 - Apphal Base II Shoulder Paving Gurcharge - 501 Tons or Greater	MOT	No Bid								/A N/A	\Box
000000160631	रिप्र	Cast & Baker Corporation	NA	1-X	30121601	Asptati	District 1 - Biluminous Malerial for Tetal Coal or Prims Malarial	GL	No Bid	7	N//	NIA	AINT.	NA	N/A	N/A/N	ANA	П
COCCORD1ECC631	I.Y	Cast & Deker Corporation	NA	1-7	30(2)60)	Asphall	District 1 - Antificred Heel in Joints	LF	No Bid	7	N//	N/A	. N/A	NA	WA	V/A N	MA	
000000100931	1.2	Card & Return Corporation	NA.	1.2	30121801	Andreit	Olaidid 1 - Skip Paving Surcharge	TON	No Bid	7	ווא	N/A	(NA	N/A	NVA	M AW	AMA	
000006180831	1-AA	Card & Haker Corporation	NA	I-AA	30121601	Authori	District 1 - Mobilization for Probling	OR .	No Bki	7	NI	N/A	I NIA	N/A	NVA	VA N	/A N/A	
000000169535	1331	Curl & Baker Corporation	NA		30121901	Asphall	District 1 - Payement Profiting (IAB ing) - 0 to 250 Square Yarda	SY	No Bid	7	NV/	N/A	NIA	N/A	NA	N/A/V	/A N/A	М
000000100531	1-AE2	Card & Barler Corporation	NA		30 2 190	Auphor	Oteldai 1 - Pavemeni Prohing (Milvs) - 259 to 500 Squere Yards	SY	No Bid								/A N/A	М
100000100531	1-AH3	Cash & Batter Corporation	NA		30121801	Asphal	Oblified 1 - Persament Profiting (Milling) - 609 to 1000 Square Yards	SY	No Bid								ANA	├ ─- !
000000160631	1-03/3	Card & Bahar Corporation	NA	S-AB4	30121601	Asphal	Oblifed 1 - Prevention Profiling (Milling) - 1001 to 2000 Square Years	SY	No Bid								A NA	H
	1-AB5	Cast & Balar Corporation	NA	I-ABS	30121001	Asphal	Dodrioi 1 - Perement Profiling (Milks) - 2501 to 5000 Square Yards	SY	No Bid								A NA	⊢⊀
000000160821	1-A56	Casi & Baker Corporation	NA	1-AB8	20121001	Asphat	Dietdel 1 - Percenent Profitog (Millog) - 5001 Square Yards or Greater	SY	No Bid								A NA	Н
000000160631	1JAC	Carl & Below Corporation	NA		20121001	Asphal	Dalaid 1 - Parament Repair - Aspiral Base W	TON	No Bld								AWA	Н
000000160631	TAF	Can a Bene-Corporation	N/A		30121601	Aaphali	Dhirti 1 - Aphah HP10 - SP496 - PG 7B-22 ordered 300 VN Increments	TON	No Bid								/A NVA	┝╌┩
000000160631			INA		30121601	Asphali	District 1 - Non Tracking Tack - to be word with AF	GF.	No Bid								ANA	├ ── !
000000160031	1-30	Caul & Baker Corporation	A		3012(60)		District 1 - I ary Down of Materials - to be used with AF - 300 TN or Greater	TON	No Bid								ANA	├ ─┨
1000000150001	H-AH	Cast & Beker Corporation	NA		30121601	Asphall	District 1 - Lay Coon of Management to be dised with AP - 300 fff of Greater	TON										₽Ч
1000000180631	1-A1	Cest & Haker Corporation	NA						No Bid								A NA	⊣
100001001000001	الحا	Cast & Baker Corporation	NA		10121601	Aephan	Obstrict Firm Miling of Asphali Pavement Borloom - O to 250 Sq Yards	SY	No Bid								/A N/A	⇊
200000160931	I-AJ2	Cast & Gaker Corporation	NA		10121501	Asphati	Object 1 - Fine Miling of Asphalt Pavement Surfaces - 261 to 600 Sq Yards	5Y	No Bid								/A IVA	ш
000000160831	1-430	Cast & Baker Corporation	NA		30121601	Arphail	Object 1 - Fine Willing of Asphalt Pavement Surfaces - 601 to 1000 Sq Yards	SY	No Bid								/N N/A	ш
000000160831	144	Cast & Baker Corporation	ŅΆ		30121801	Asphall	District 1 - Fine Militing of Aspholt Pervement Statistics - 1001 to 2500 Sig Yards	SY	No Bid								// N/A	╜
000000160633	1AJ5	ted & Beker Corporation	NA		30121801	Asptel	District 1 - Fine Miling of Americal Payement Startsons - 2601 to 6000 Sq Yards	ξY	No Bid								// N/A	
000000160635	TAUS	Unit & Better Corporation	ŧΨΑ	_	30121501	Asphali	Olstifet 1 - Fina Militry of Apphalt Passement Surfaces - 2001 SY or Greater	Y3	No Bld								AINA	
000000160531	T-AK	Carl & Behar Corporation	N/A		3012 (80)	Assault	Mistrick 1 - Mobilization for Milled Romble Strips	OR	No Bid								ANA	
000000180531	1-01.	Call & Baker Corporation	IIIA	I-AL	30121601	Asphal	Cisina 1-140 od Rembb Strips	LF	No Bld								/A N/A	
000000180931	1-3/4	Cest & Batter Corporation		1-0.1	33121601	Asphall	District 1 - Surcharge for Parking Lot and Fooling Parking - Gerra Afters O	TON	No Old								/A N/A	
000000180831	I-AN	Caul & Baker Corporation	NA		30121601	Asphel	Chefridi (- Clauning and Sweeping	SY	No 61d								A NA	
000000180601	1301	Carl & Baker Corporation		1-801	30121601	Applied	Disinet 1 - Malmerstog Traffic - Pitol Truck and Oriver	DAY	No Bld								A NA	
		Carl & Baker Corporation		I-AO2	30121601	Asphal	Dhistol 1 - Valniahing Traffin - Traffic Control Devices	UNIT	No Bid								A NVA	
12000100001	1,2,02		1.001			Lobitor			· · · · · · · · · · · · · · · · · · ·	<u> </u>	_							

		SUPPLIE R PART MINDER	SUPPLIER HAME	HAH UFA CTU RER		COMMODITY	TTEH DESCRIPT 1011	EXTENDED DESCRIPTION	UNIT OF HEASURE	UST RUCE	DEU VERY DAY	PRO F/CA TEG	MOD.	DRA WIH G		SERI I	PECS PC VITO	LZE CO	DL PICY R URE FILE MAN
L				MAH								ORCY		1				ㅗ	E
	00000160631		Cast & Baker Corporation	N/A N/A		30121601	_	District 1 - Metritalising Tradic - Flagger	HOUR	No Bid								NVIN	
	000000160831		Cerl & Below Corporation	HVA HVA		30121601 30121601	Auchal	District 1 - 6 Wintering Traffic - Arrow Ground District 1 - Craylima Pening Mobilization	DAY OR	No Bid								UN AU UN AU	
	00000160631		Cett & Belier Corporation	N/A		30121601	Angered	Cisted 1 - Alphuma Paving Mobilization	OR OR										
	XXXXII		Carl & Helser Corporation Carl & Relaer Corporation			3012(60)	Asphatt Asphatt	District 1 - Oil-Sesson Facil Opening - First Day	DAY	No Bid								VA NU	
	00000190331		Cast & Baker Corporation	12LA		30121601	Asstell	Dirinks t - Oll Season Plant Opening - Each Additional Day	DAY	No Bid								VA N	
			Ottl & Baher Corporation	ILA		30121601	Asphall	Olymbil 2 - Asphill Section 401 - Blazo	TON	No Bid								VA N	
		2-8	Cast & Baher Corporation	NIA		30121601	Assisal	Dielekt 2 - Asphel Section 401 - 37 James Superpasse	TON	No Bid								VA N	
		2.C	Cast & Halor Corporation			30721601	Agribali	District 2 - Asphet Section 401 - Base II	TON	No Bid								IA N	
. L		2-0	Cast & Haber Corporation	NA		30121601	Australi	District 2 - Asphalt Section 401 - Patch and Level	TON	No Bid								IVA NI	
		2-E	Caul & Baller Corporation	NA	2€	30121601	Asphali	District 2 - Asphalt Seption 401 - Wearing N	TON	No Bid								I/A N	
		2-F	Cas & Bahar Corporation	FUA	2F	30121601	Asphalt	District 2 - Asphall Sention 402 - Wearing IV	TON	No Bid								I/A N/	
		2-0	Cast & Batter Corporation	N/A	2-0	30121601	Asptoft	Dishiel 2 - Asphait Section 404 - 19mm Superpaye	TON	No Bid								NA N	
		2·H	Casi & Babur Corporation	NIX.		30121801	Aspteli	District 2 - Asgésatt Section 404 - Scratch Course	TÓN	No Bld	7	N/Α	NΑ	NΑ	NVA	N/A I	VAIN	써제	⊼ T
Ī	00000160531	21	Carl & Hatter Cosposation	1		30721501	Auchali	Disorci 2 - Aspheli Santon 402 - 9.com Superpavo	TON	No 8ld	7	N/A	ÑΑ	N/A	NΑ	N/A I	V/A N	VA AU	A
Ī		2J	Cost & Bellar Corporation	N/A		30121501	Asphall	District 2 - Asphall Succen 401 - Woodry 1	TON	No Bid								MAN	
ı	~~~~	2-K	Caul & Bater Corporation	NA		3012(501	Asphall	District 2 - Asphalt Section 402 - Wearing 1	TON	No Gid								VA N	
		2-L	Cast & Batter Corporation	NA		30121801	Asphall	Dishici 2 - Asphalt Section 401 - 4,76mm Superparve	TON	No Bid	7	NA	NΑ	N/A	N/A	WAI	VA	VA N/	/A
	*******	2·M		MA		3012(801	Aupholi	Olyfic 2 - Asphali Bection 402 - 4.75mm Superpere	TON	No Bld								W AN	
[2/1	Casi & Batur Corporation	НA		3012(60)	Asphell	District 2 - Asphali Bedlen 401 - Wearing III	TON	No Bld								VA N	
		20	Carl & Batter Corporation	N/A		3012(50)	Atphell	District 2 - Asphalt Socilon 402 - Vivering (II	TON	No Bid								VA N/	
	01011011	20	Call's Baler Corporation	N/A		3012160)	Aspheti	District 2 - Surcharge for PG Strider - 70 minus 22	TON	No Bid								YA N/	
	A4000104701	2 X	CasT& Baker Corporation			30121801	Auchail	District 2 - Sunch segs for PG Blinder - 76 or new 22 - ordered in 400 lon increments	7011	No Bld								VA N	
		2-51 2-52	Carl & Hazar Corporators	NIA NIA		3012(80) 3012(80)	Aupheti	Utslaci 2 - Haul by Vendor - First You Mile Utslaci 2 - Heul by Vendor - Each Adddonal Mile	MILE	No Bld								BA N	
	000000190831		Caul & Bother Corporation	NA		30121801	Asphalt	District 2 - Lay Down of Materials - Boarts A-O and AL Each Site O to 100 Years	VALE	No Bid	7							I/A N/	
		2-T1 2-T2	Carl & Bahar Corporation Carl & Bahar Corporation	NA.		30121601	Author	District 2 - Lay Down of Marterials - Jeans A-O and Al, Each Ste 101 to 200 Tons	TON	No Bid								I/A N	
		2-13	Call & Estur Corporation		2-12	20121801	Asphell	Oblini 2 - Lay Down of Materials - Servi A-O and Al, Each Sibe 201 to 500 Tons	TON	No Bld								VA NU	
		2-14	Gest & Better Corporation			10121601	Asphall	District 2 - Lay Doen of Maladub - Serry A-O and Al, Each Site SD1 Yors or Grester	TON	No Bid								VA NV	
		201		NΑ		30121601	Anchatt	District 2 - Excevation for Shoulder Paving - 6 to 1000 Square Years	SY	No Bad								VA N	
	~~~~	2402	Carl'à Halon Corporalion			10121801	Arphall	District 2 - Exceptation for Shoulder Paying - 1001 to 2000 Equate Yards	ŠÝ	No BM								VA NV.	
	000000160631	2-13	Cast & Liebar Corporation			30121601	Auchail	District 2 - Exception by Shoulder Paving - 2001 to 3000 Expess Yords	SY	No Bld								יא אינ	
		244	Cerl & Bater Corporation		2-134	उठा दृश्केश	Asphall	Direction 2 - Excession for Shoulder Paving - 2001 Square Years or Granter	SY	No Bid								VA NV	
		2-V1	Cas & Baller Corporation	IVA .	2-71	30129601	Asptrati	District 2 - Aspital Gase I Shoulder Peving Surcharge - D to 100 Tors	TON	No Bld								VA NV	
		2.V2	Cast & Haker Corporation	NA	2-V2	30321601	Arpball	District 2 - Aephalitisse i Shoulder Paring Surcharge • 104 to 200 Yoru	TON	No Bid	7	NA	NΑ	N/A I	N/A	N/A F	JA N	VA NV	A
Ī	00000100931	2.43	Cast & Batter Corporation	NA.		20121601	Asphall	Obtdet 2 - Aughali Bess i Shoulder Pening Surcharge - 201 to 500 Toris	TON	No Bid	7	NA	N/A	N/A I	N/A	V/A P	JA N	W N/	A
ŀ	10000001000000	2-V4		NA.		30121601	Asphell	Dirticl 2 - Asphal Biese I Shouther Paning Surchargs - 601 Toro or Greater	TON	No Bld								//N ///	
ı	*************	2-171	Ces 3 Balter Corporation			30121601	Aspitell	District 2 - Asphall Base II Shoulder Pening Suntherge - 0 to 100 Tons	TON	No Bid								IA NI	
- 5			Cast & Halou Corporation			30121601	Asphall	Olstrick 2 - Asphal Stase II Shoulder Paving Sundange - 101 to 200 York	TON	No Bid	7	NA	N/A	N/A	NA.	NIA I	MAIN	JA N	Á
		2.W3	Cast & Histor Corporation	NA		301216D1	Asphali	Oblitol 2 - Auphul Base    Shoulder Paying Surtherps - 20 t in 500 York	TON	No Bld								VA N	
		5-110		HUA		30/12/601	Asphafi	District 2 - Apphal Base    Shoulder Paying Surcharge - 601 Torm or Greater	TON	No Bld								/A N/	
	**************************************	2.X	Carl & Bater Corporation	NA		30121601	Asphati	District 2 - Bitombraza Material for Tack Cook or Prime Material	GL	No Bid	7	IN/A	N/A	N/A I	AVA	יואע	(A N	/A N/	Α
L	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	2.Y	Caul & Baher Corporation	NA		30121601 30121601	Asphall	District 2 - Additional Heet in Johns	UF TON	No Bid								IA N/	
	A0000101051	2-Z	Cas   8 Hater Corporation	NA	2-7. 2-AA	30121601	Asphati	Dilitet 2 - Skip Paving Surcharge Disitet 2 - Mobileation for Profiling	TON	No Bid								/A N/	
	***********	2-AA 2-AB1				30121601 30121601	Asphali	District 2 - Personant Profiting Offiling) - Oto 250 Square Yanta	OR	No Bid								VA NV	
	200000160631		Cast k Baker Corporation Cast & Baker Corporation			3512 legi 3512 legi	Asphell	District 2 - Pewement Problem (Milling) • 251 to 500 Square Years	SY SY	No Bid No Bid								VA NV	
	000000160631	2 AB3	Cas) & Baker Corporation	NA.		3012160	Asphall Asphall	Ohldct 2 - Personnel Probling (Milling) - 501 to 1000 Square Yerds	SY BY	No Bid								IA N	
	00000160631	2.054	Cas) & Baber Corporation	,		35121661	Asphili	District 2 - Peyrement Profiting (History) - 1001 to 2500 Square Varids	SY SY	No Bid								V NV	
	00000160531	2-AB5	Cas) & Baker Comoration			30121601	Asonati	District 2 - Powement Profiting (filling) - 2501 to 5000 Square Yerds	- SY	No Bid								W NV	
	00000160531	2-A86	Cast & Bahar Corporation			2012(80)	Auphati	District 2 - Personnel Profiting (Milling) - 5001 Square Yards or Greater	SY	No Bki								VA NV	
	103000160631	2-AC	Cast & Bahar Comoration	NG		3012 (80)		District 2 - Peysment Repair - Agginat Bazze II	TON	No Bid								VA NV	
	00000180531	2-85	Cast & Baker Corporation			30121601	Auchall	Dulact 2 - Arghait HPTO - SP496 - PG 78-22 ordered 300 TN increments	TON	No Bid								VA NV	
	00000160631	2- <b>X</b> G	Call 6 Bahar Corporation			30421801	Asphati	Otalaci 2 - Non Tracting Teck - to be used with AF	GL	No Bid								7A N/	
	00000180931	2-AH	Coal & Caker Corporation		2AH	30121601	Asphall	District 2 - Lay Down of Materials - to be used with AF - 300 YM or Greater	TON	No Bid								7A N/	
	000000180031	2 AJ	Cerl & Baker Corporation	NA		30121801	Ambell	Diabled 2 - Ultra-Thin Asphan Ovaday - 52490	TON	No Bid								A N	
	000000180601	2-831	Cast & Baker Corporation			30121601	Asphall	District 2 - Fire Milling of Asphell Percenth Surfaces - 0 in 260 Sq Yerds	SY	No Bid								7A N7	
	000000180831	2-A.2	Carl & Baker Corporation	IUA.		30121601	Asonal	District 2 - Fine hilling of Asphell Personnil Surfaces - 261 to 500 Sq Yerds	SY	No Bid								/A N/	
	000000160631	2.8.5	Cest & Baker Corporation	₹UA	2 <b>A</b> J3	30121601	Asoreil	District 2 - Fine hilling of Asphall Percennth Surfaces - 501 to 1000 Sq Yards	SY	No Bid								IA NI	
	000000350631	2- <b>A</b> .4	Call & Baker Corporation	R/A	2414	30121801	Aspholi	District 2 - Fine Milling of Asphall Povement Surfaces - 1001 to 2500 Sq Yards	SY	No Bid								/A N/	
ı	000000160001	2- <b>AJ</b> 5	Carl & Gaker Corporation	NA	2 <b>-A</b> J5	30121801	Asphali	District 2 - Fire Milling of Asphall Paverrant Surfaces - 2501 to 5000 Sq Yards	SY	No Bki								IA NI	

Control   Cont	VENDOR CUSTOMER	STINATE	SCIPLIER NAME			COMMIDDITY	ШЕИ	EXTENDED DESCRIPTION	UNIT OF MEASURE	LAST PRICE	ŒIJ	FR:	) NO:	ORA	PIEC	SERI SP	ec size	cor	PICE
Composition   Supplementary	CODE	R PART	· Shariffing - Significant of the same	UFA	CTURER PART =	COOE	DESCRIPT				VĚRY	YOU	C EL	WIN	ŧ.	AL UIT	~ m	OA.	ETI &
Composition   Aug.   Composition   Aug.   Composition		·		RER	MUNBER			The second secon			5	TE	3	1	Ι,	RER N	~		NAH
2000000000000000000000000000000000000		ļ.,	- 1.51 5 8								_			1				1	Ē
Commission   A.   Cont   Self-Commission   A.   Cont   Self-Comm											Ľ÷	IN.	A INV	N/A	IVA	WAIN	AINA	N/A	
200001000001   200   Cell F Bind Cognetion   No.   AAL   2019101   Appell   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001   200001		L									4	107	A N//	N/A	INA	NVA N	AINIA	N/A	
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20050000000000000000000000000000000000		2402																	$\dashv$
Content		2,400	Cul & Balzy Corporation	N'A	2-AD3	30121631		District 2 - Mainteining Freiho - Flagger											$\neg$
Composition   Park	000000100031		Cast & Baker Corporation	N'A			Ayrisal		DAY	No Bid	7								_
COMPONENDES    24-64  Cast of linker temperature   Composition   Compo	-						Aspheli												
COMMISSION   A. P. A. P. C. S. P. S. P. C. S. P. S. P. C. S. P.																			
Commonscorptions   A. A. Gard Enter Compromision   As. P. A. Service   As. Service				1		•													
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000000160631	7-130	Cas & Baker Corporation	NA	7431	30121601	Asphal	Deridol 7 - Excavation for Shoulder Paying - 2001 Equare Yards or Greater	SY	No Bid						N/A N/A			
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000008160631	7.73	Cast & Baker Corporation	οUΑ	7-V3	20121601	Asphell	Obtinol 7 - Asphalt Base I Stoulder Paring Surcharge - 201 to 500 Yors	TON	No Bid	7	NZ	N/AT	NA	NA	N/A N/A	TINAT	N/A	
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000000160831	3-101	Carl & Haker Corporation	1		30121001	Asphal			No Bid						N/A N/A			
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000000160631	7-003	Cast & Baker Corporation	ÑΑ	7-1773	50121601	Asphal	District 7 - Asphalt Base it Shouldes Paving Surcharge - 201 to 500 Tons	TON	No Bld	7	NA	N/A	N/A	WA	N/A N/	TINA	N/A	$\overline{}$
000000160631	7.074	Cast & Baker Corporation	PUA.	7384	30121601	Asphal	District 7 - Asphol: Base II Shoulder Paving Surcharge - 601 Tons or Greater	TON	No Bid	7					N/A N/A			
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115031000000	r-AB3	Caul 6 Balter Corporation	NA	7-AEG	3012 (601	Authau	District 7 - Perromanti Profiting (Miling) - 501 to 1000 Square Yanta	SY	No Btd	7	N/A	NA	NA	NÄ	N/A N/A	INA	WA	
000000160631	7-AB4	Cent & Haker Corporation	NA.	7-AB4	30121601	Assinil	District 7 - Payersent Profiling (41) (ng) - 1001 to 2500 Square Yards	SY	No Bid						N/A N/A			-
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0000001800001	7-ABS	Cast & Baker Corporation		2		Asphell			No Bid						N/A N/A			
000000180631	7-ABS	Casi & Haber Constation	FUA	7-AB6	30121601	Asphall	District 7 - Perversion Profiting (Milling) - COOT Square Yerds or Greater	SY	No Bid	7.	NIA	NA	NAI	WAI	N/A N/A	INVI	NIA	
000000180631	7-AC	Ceel & Batter Corporation	NA	7-AC	30121801	Asphal	Otsidal 7 - Peronuni Repeir - Asphali Gene II	TON	No Bld	7	N/A	INAT	NATI	NAT	NVA NVA	INVA	NA	
000000160631	r-AF	Caul & Botter Corporation	N/A	7-AF	30121801	Assisted	Dishiral 7 - Asphali HPTO - SP496 - PG 76-22 ordered 300 TN Increments	TON	No Bid						NVA NVA			
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000000100631		Cest & Baker Corporation													N/A N/A			
000000160631	7-AH	Coll & Haker Corporation			30121601	Asphal	District 7 - Lay Down of Materials - to be used with AF - 200 TN or Grower	TON	No Bid						N/A N/A			ı
000000100631	7-70	Cast & Baker Corporation	NX	7-A)	30121601	Asphal	District 7 - Ultra-Thin Asphalt Overlay - 52-495	TON	No Bid	7	N/A	NA!	NATI	WAT	NVA NVA	N/A	N/A	ヿ
000000160631	1445	Cast & Baker Corporation	AUS	7-0-1	30121601	Asphel	District 7 - Fine Miling of Aspirati Paverneri Suriesas - 0 to 250 Sq Yards	SY	No Gid						NVA NVA			⊣
	7-A-12	Cesi & Baker Corporation	£	7-A.12	30121601	Aspha	District 7 - Fine Miling of Asphall Pavorent Sudeces - 251 to 500 Sq Yards	SY	No Bid	7					NVA NVA			$\boldsymbol{\dashv}$
000000100631																		
000000180831	7.55	Casi & Baker Corporation	,	7.ALI	30121001	Asphril.	District 7 - Fine Stilling of Aspitali Povernini Surfaces - 601 to 1000 Sq Yards	SY	No Bid						N/A N/A			- 1
000000160631	7.A.4	Cast E Belier Corporation	NVA	7.A.U	30121801	Asphal	District 7 - Fire Milling of Asphall Payement Surfaces - 1001 to 2500 Sq Yards	SY	No Bld	7	N/A	MA	N/A I	WA	NIATWA	ידאשה	NA	$\neg$
000000160631	7-AJS	Cast & Salter Corporation	N/A	7-AJ5	30121601	Asphel	Obsided 7 - Fine Milling of Asphalt Pavement Surfaces - 2501 to 6000 Sq Yerds	SY	No Bld	7	N/A	NA	N/A IT	WAT	N/A N/A	TAWI	N/A	ᆨ
	7.AJ/3	Casi à Gaker Corporation		7-A.K	30121601	Asphal	District 7 - Firm Miling of Asphalt Parcement Surfaces - 6001 SY or Greater	SY	No Bid						N/A IWA			
000000100631					30121601		District 7 - McCairce icon for Milled Strumbin Birings											_
000000190831	7-AX	Cast & Haker Corporation		7-AK		Asphal		OR	No Bid						N/A IN/A			
000000160831	7-AL	Daril & Gelcer Corporation	HUA	7AL	30121601	Asphal	Clinifical 7 - Milled Pountal o Strips	LF.	No Bid	7	MA	WA	N/A I	N/A I	N/A N/A	INAL	NA	$\neg$
000000100531	7-8/4	Carl & Baker Corporation	N/A	7.AII	30121801	Asphat	District 7 - Burcharge for Parking Lot and Facility Paving - Items A thru O	TON	No Bid	7	NΑ	N/A	N/A II	N/A I	N/A N/A	NAT	NA	
00000100631	7.48	Cest & Saker Corporation	1	7-AN	30121601	Arphel	District 7 - Cherring and Sweeping	SY	No Bid						N/A N/A			
							Oblide 7 - Maintaining Visitic - Filet Track and Oriver											_1
000000100631	7-A01	Capt & Baker Corporation	N/A		30121601	Asphal		DAY	No Bid						N/A N/A			
000000160531	7-A02	Cast & Baker Corporation		7,7,02	30151601	Asphal	Oblitot 7 - Maintaining Traffic - Traffic Cordin) Directors	UNIT	No Bid						N/A N/A			1
000000160531	7-603	Call & Befrer Corporation	il/A	7,7,00	30121601	Arphat	District 7 - Maintaining Traffic - Flagger	HOUR	No Bld	7	NVA	N/A	NAI	N/A I	N/A N/A	JWAN	NVA	7
000000160531	7.001	Cara à Gener Corporation		7-804	30121601	Archait	District 7 - Maintaining Trains - Avine Board	DAY	No Bid						N/A N/A			-1
	7.891	Cart & Baker Corporation		7.491	10121001	. ,	District 7 - Doylime Paying Mobilization	OR OR	No Bid						N/A N/A			4
000000160531						Asphet												
900000160631	7-32-2	Card & Ballet Corporation	NA	L	30121601	Asphall	Dadiel 7 - Ngi tima Paving Meblizzilen	OR	No Bid						NA NA			Ŀ
909000180631	1-JAQ1	Gast & Haller Corporation	INA	7-JAG1	30121601	Asphall	Disirict 7 - Dif-Season Plant Opening - First Day	DAY	No Bid	7	N/A	NA	N/A I	N/A I	N/A N/A	(PVA)	N/A	7
900000189031	7.02	Cast & Ballor Comparation	tiex	7-02	30121601	Asphall	Disidici 7 - Off-Senson Plant Opening - Each Additional Day	DAY	No Bid						N/A N/A			-1
	FA.	Carl & Baker Corporation		8.8	30451801		Unided 8 - Asphali Section 401 - Hana I	TON	No Bid									—
000000189631		_	1			Asphall									NA NA			
163631000000	8-8	Carl & Baker Corporation	NA		3012[60]	Asphall	Obtrict 6 - Asphalt Section 401 - 37 Erries Superprive	TON	No Old						N/A N/A			
000000180601	B-C	Cast & Batter Corporation	MA	8-C	30121601	Asphall	Datrict 6 - Apphalt Section 401 - Base II	TON	No Bid	7	NIA	NA	N/A	VAT	N/A N/A	(INVAT	NAT	コ
1090001000000	80	Caul & Better Corporation	NA		35121601	Asphall	Oistrict 8 - Apphalt Section 401 - Patch and Lovet	TON	No Bid						N/A N/A			-1
			NA	-	30121601		Olahict B - Asphalt Section 401 - Wearing IV											
000000160631	86	Cast & Baker Corporation				HadqeA	· · · · · · · · · · · · · · · · · · ·	TON	No Bid						N/A N/A			
002000150631	18-F	Casi & Baker Corporation			30121603	Asphall	District 8 - Asphati Bestion 402 - Wearing IV	TON	No Bid						N/A N/A			- 1
000000160631	0-G	Cast & Baker Corporation	NA	5-G	30121501	Asphell	District 8 - Asphalt Section 401 - 18mm Superpayo	TON	No Bid						N/A N/A			7
000000150631	B.FF	Casl & Baker Corporation	NVA	la H	अभ्यत्न	Aspheli	District 8 - Asphalt Section 401 - Beratch Course	TON	No Bid						NA NA			$\boldsymbol{\dashv}$
	1		NIX		30121501		Oparici 8 - Aspheli Section 402 - 8 Jamm Superpaye											—
000000150631	64	Casi & Bakar Cosporation				Asphalt		TON	No Bid						N/A N/A			
000000180631	83	Casi & Beker Corporation		BJ	30121501	Aspheli	Ustricl 8 - Asphalt Section 401 - Wanning 1	TON	No Bld	7	NIA	N/A	I] ANN	N/A I	N/A N/A	· N/A [r	N/A	
000000160631	eK	Carl & Caker Corporation	N/A	8K	30121001	Ascholi	Unarici B - Asphalt Section 402 - Wearing 1	YON	No Bid						N/A N/A			$\neg$
	n.i	Carl & Baker Corporation	NA		30121801	Accheil	Dishici B - Asphall Section 401 - 4 75mm Superparve	TON	No Bid						N/A N/A			$\dashv$
000000160631	T		1				District 6 - Asphalt Section 402 - 4.75mm Superpayo											
000000160631	5.86	Call & Baker Corporation	IN A	B-M	30121801	Aspheli	Armes o - tuskent domaii ant - atteimii onbeibaso	TON	No Bid		אייין	INIA	N/A   I	VA	N/A N/A	- Land	N/A	

	CODE:	SUPPLIE R PART KUMBER	STATUTE NAME	UTA CTU	CTURER PART	CONMODITY	TTEYN DESCRIPT TON	EXTERIORD DESCRIPTION	UNIT OF MEASURE	_	DELI VERY DAY	TICA	El.	ONA (I WIN (I G	÷ + /	NL 21 RUH A	FTC 1TO	TZE CO:	FILE
				RER HAM	NUMBER						<b>5</b>	TEG ORV			ľ	SER N			HAM
- 1	000000150631		Cert & Bater Corporation	NA		10121801	Aucheli	Dishici B - Asphal Section 401 - Wearing III	TON	No Bid	7							VA NV	
- 1	000000160631		Cast & Befor Corporation	NΑ		30121801	Aspiruti	District 6 - Asphelt Section 402 - Wearing 10	TON	No Bld	7							/A N//	
	000000180031		Ced & Beker Corporation	NIA NIA		अभिक्र	Asphall	District 8 - Surcharge for PG Hinder - 10 minus 22	TON	No Bld								/A N/	
	000000160831		Cast & Batter Corporation			30121501 30121501	Asphati	District 8 - Surcharge for PCI Hinder - 78 minus 22 - arbered in 400 ten increments District 6 - Head by Vendor - First You Min	TON Mile	No Bid No Bid								IA NI	
	000000160631		Carl & Haker Comparation Carl & Baker Comparation	NA.	832	30121501	Asphali Asphali	Utable 18 - Heal by Vendor - Each Additional Mile	MILE	No Bid								/A N//	
3	000000160631		Carl & Bellet Corporation	NA-	8-71	30121501	Aschali	District 8 - Lay Down of Materials - Items A-O and AL, Each Sile 0 to 100 Yours	TON	No Bid								A NI	
1	100000100000		Carl & Binker Composition	NA		20121801	Asphali	District 8 - Lay Orien of Absterba's - Items A-D and Al, Each Site 101 to 200 Yours	TON	No Bid								A NU	
- 1	000000160631		Cast & Batter Corporation	NA		30121601	Asphoti	District 8 - Lay Down of Materials - Hems A-O and At, Each Sile 201 to 500 Your	TON	No Bid								A N/	
	000000160631		Cast & Baker Corporation	NA	B-74	30121601	Asphall	District 8 - Lay Useen of Meson 4s - Hama A-O and Al, Each Sho 601 Tons or Creater	TON	No Bid								IA NI	
	000000160631	ड्या	Cert & Heiser Corporation	NA	ह्या ।	10121601	Asphali	District 6 - Encoveritor for Shoulder Paving - 0 to 1000 Square Yards	SY	No Bid								IANI	
	000000160631	S-U2	Cast & Balay Corporation	NA	8 <b>1</b> 22	30121601	Auphull	Olalrici B - Excavation for Shoulder Paying - 1001 to 2000 Square Yards	SY	No Bid	7	NZA	NA	N/A I	WA I	WA N	UA N	/A N/	
			Cost & Baller Corporation	N/A		20121601	Asphall	District 8 - Excavation for Shoulder Paving - 2001 to 3000 Square Yards	SY	No Bid								/A N/	
	034020103041		Cost & Baker Corporation	NA		10121601	Auphrett	District 8 - Excavation for Shoulder Paving - 3001 Square Yerds or Greater	SY	No Bid								/A N/	
	000001010000		Cost & Haber Composition	жи	8-V1	10121601	Aspholi	District 8 - Aspirat Hase ) Shoulder Paying Surcharge - 0 to 100 Years	TON	No Bid								/A N/	
	000000160631		Cent & Haber Composition	NA		30121501 30121801	Auphoti	Dishrij 8 - Asphali Base I Shoulder Paving Surcharge - 101 to 200 York Dishrij 8 - Asphali Dase I Shoulder Paving Surcharge - 201 to 300 York	TON	No Btd								A N/	
	000000100531		Cert & Baker Corporation Cee! & Baker Corporation	NIA		30121601	Asphall	District 8 - Asphall Base 9 Shoulder Paving Sorchergs - 501 Fons or Greater	TON	No Bid								AN	
	00000160631		Cest & Baker Corporation	NA NA	•	30121601	Asphall Reduka	Dishel & - August Base & Grounder Pauling Soncharge - SUT Fors or Greater Dishel & - August Base & Shoulder Pauling Suncharge - Die 100 Yers	TON	No Bld No Bld								A NV	
			Cost & Haker Corporation	NVA		30121601	Asphali	District 9 - Asshell tisse w Shoulder Paving Surcharge - 101 to 200 Years	TON	No Bid								A N/	
•	000000160631	8112	Carl & Baker Corporation	NA	CHS	30121801	Aspheli	District 8 - Asphalt Susc M Shardder Paving Surcharge - 201 to 500 Tore	TON	No Bio								AN	
	000000100631		Carl & Baber Corporation		8714	30121601	Asphalt	District B - Asshalt Base & Shoulder Paving Stricharge - 501 Torts or Greater	TON	No Bld								A NI	
			Carl & Balter Corporation	NIA	8-X	30121601	Asphall	District B - Hikantoons Maketal for Yack Cool of Priess Maketal	GL	No Bld								A N/	
	000000160531	8-Y	Cost & Haker Corporation	NO	8-Y	10121601	Aschull	District B - Additional Heal-In Joints	ÚF .	No Bid								A NI	
	000000100631	8-Z	Cast & Baker Corporation	NA	8-2	30121801	Aschall	Bisided 8 - Sido Paving Surcharge	TON	No Bid	7	NVA	N/A	N/A	V/A	VAIN	VA N	A NA	47
	000000160631		Cut & Baker Corporation	NLA		30121601	Appled	District 8 - Kobilization for Profiling	OR	No Bid								A N/A	
	000000160533		Carl & Halver Corporation	N/A		10121601	Aupton	District 6 - Paveneva Profiting (Militag) - 0 to 250 Equate Yands	SY	No Bld								A NI	
	0020010021		Gast & Haber Corporation		SAB2	10121601	Alphali	District 8 - Pewerneral Profiting (Militag) - 251 to 500 Equato Yands	SY	No Bid								A N/	
	000000100031		Casi & Baker Corporation	NIA NIA		30121501 30121501	Auchell	District 8 - Provement Profiling (Milling) - 501 to 1000 Square Yards District 6 - Provement Profiling (Milling) - 1001 to 2500 Equare Yards	SY	No Bid								AMA	
	000000160531		Cas & Baker Corporation Cas & Baker Corporation	N/A		30121501	Aschall	District 8 - Pavement Profiting (Nating) - 1001 to 2000 Square Yands	SY SY	No Bld								A NV	
	000000150931 000000150531		Cast & Baker Corporation	IVA		30121501	Asphali	District B - Pavenned Profiling (Militag) - 5001 Square Verde or Greater	SY -	No Bid								ANA	
	000000180531		Cast & Haker Corporation	IIIA		30121501	Agrel	Dishici B - Pavemeni Repeli - Asphali Base II	TON	No Bid								ANA	
	1000001000000		Qua) & Baker Corporation	NA		30121601	Asphalt	District B - Asphall HPTO - 8P490 - PO 75-22 ordered 200 TN Systematics	TON	No Bid								A N/A	
	126221000003	b-AG .	Cast & Baker Corporation	MA	o-AKI	50121601	Vate Layer	District 0 - Non Tracking Tech - to be used with AP	GL	No Bld								NA	
	163081000000	B-AH	Corl & Baker Corporation	ILA	B-AIH	30121601	Asphall	District 8 - Lay Down of Materials - to be used with AF - 300 TH or Greater	TON	No Bid	7	N/A	NA	NAL	VA	VA N	AN	ANA	1
	1020031000010		Cast & Baker Corporation			30121801	Augholi	Draftel 8 - Uline-Thin Asphire Overlay - SP498	TON	No Bid								A N/	
	000000180631		Cazi & Gaker Corporation			30121501	Asphall	District B - Fine Mility of Asphal Povement Surfaces - 0 to 250 Sq Yards	SY	No BM								A N/A	
	768031000000		Ceul & Baker Corporation			30121601 30121601		District B - Fine Military of Asphall Povement Surfaces - 251 to 600 Pg Yards District B - Fine Military of Asphall Pavement Surfaces - 501 to 1000 Eg Yards	SY	No Bid								A N/	
	000000150631		Coal & Eaker Corporation Coal & Etaker Corporation	NA		30121601	Aspirali Aspirali	Drankt 6 - Fine Miling of Asphall Pavement Surfaces - 100f to 2500 Sq Yards	SY SY	No Bki	7	NUA	NA	NIA II	VAI	WA IN	VA N	ANA	44
	000000180631		Day & Baker Corporation	INA		30121601	Azzkeil	District B - Fine Militing of Asphal Pavement Surfaces - 2501 to 5000 Sq Yerds	SY	No Bki								A N/A	
	000000150631		Cost & Coder Corporation	NA		30121801	Asshell	District 6 - Fins Militing of Asphal Pavement Surfaces - 6001 BY or Greater	SY	No Bld								A N/A	
	000000180631		Cerl & Baker Corporation			30121601	Asphall	Olsaint 6 - Mobilization for Mitted Hombie Ships	OR	No Bid								ANA	
	128031000000		Deal & Balos Corporation	N/A		3012(601	Asstuli	Diniki 6 - Mited Rembje Sirips	LF	No Bid								ANA	
	000000100001		Cast & Baker Corporation	NA	BAN	30121001	Aughaid	Olstelet 6 - Surcharge for Parking Let and Facility Paying - Herns Albra O	TON	No Bid								ANA	
	168031600000		Cast & Habar Corporation	1		3012(60)	Asphall	Others 6 - Citaning and Sweeping	SY	No Bid	7	N/A	NA	WAI	VA N	N) AS	/A N	ANA	4-1
	000000160631		Cash & Birdser Corporation	NΆ		30121801	Asphal	District B - Mainteining Traffic - Publi Truck and Driver	DAY	No Bid								A NA	
	000000100631	6-AD2	Cast & Baller Corporation	NA	B-AC2	20121601	Arphet	Digitid B - Malmorning Traffic - Traffic Control Devices	UNIT	No Bid	7	N/A	NA	VA I	VAIN	WAIN	VA N	A NA	
	0000001000531	6-A00	Carl & Baber Corporation	NA		20121601	Asphal	Cisinci 8 - Matritaining Tradic - Flagger	HOUR	No Bld								A N/A	
	000000(80%3)	8-A04	Carri & Baker Corporation	NA		30121601	Apphal	Ofstrick 6 - Mahrieroting Tradity - Arrow Hoard Uldrick 6 - Dayling Paying Mobilization	DAY OR	No Bki								A NIA	
	D000001 <del>0</del> 00531		Can'l & Baker Comparation Con'l & Baker Comparation	N/A		30121001 30121001	Asphal	District 6 - Nightlime Paying Mobilization	OR OR	No Bid								A NA	
	000000160431		Carl & Baker Composition Carl & Baker Composition			30121601	Asphal Asphal	Objidd 8 - Off-Season Plant Opening - First Day	DAY	No B3d								A NA	
	000000180931 000000180931	8402	Cast & Sieber Corporation	110	1	30121601	Asphal	District 6 - Off-Seggeon Plant Operang - Earth Additional Day	DAY	No Bid								ANZ	
	000000180531	9A	Casi & Beker Corporation	NA		30121601	Asphali	Deldal B - Asphet Section 401 - Base 1	TON	No Bid								A N/A	
	000000160601	9-B	Cast E Halter Corpordion	HIA.		30121601	Asphall	District B - Asphat Section 401 - 37.5mm Superpare	TON	No Bid								A N/A	
	000000150001	9 C	Cesi & Baker Corporation	NIA	9-C	20121801	Asphel	District 9 - Aspiret Section 401 - Sase II	TON	No Bkt	7							ANA	
	100000160001	80	Casi & Baker Corporation	NIA	940	20121801	Asphell	District 9 - Asphal Section 401 - Paich and Level	TON	No Bid .		N/A	NΑ	WAIN	WA	V/A N	VA N	ANA	4
	100000160601	\$E	Cast & Baker Corporation		9-E	10121801	Adphell	Dhilid 9 - Asphal Section 401 - Weaving (V	TON	No Bkl								ANA	
	000000160631	) F	On a Baker Corporation	NA	9-J	10121601	Atphall	District 9 - Asphalt Section 402 - Whening IV	TON	No Bid	7	ĮMA	NA	WAI	WA N	#A N	A N	ANA	

1	VETIDOR CUSTOMER	SUPPLIE R PAST	Supplier Name	HAVI	MANUFA	COXHODITY FICO	ITEN DESCRUPT	EXTENSED DESCRIPTION	UTITT OF MEASURE	LIST PACE	OELL	PRO	EI ICOD	ARO	PIPC	EERT STE	\$122	ωL COL	लंदि
		HUMANER		CTU	PART P		1061	The state of the s		The second second second	DAY	1704		Ğ		ALTI JALIV	i 🚟	1 · [	FILE
				RER	Marking			-	1		S	TEG			- '	BER M	١. ا		NAM E
	DD0000100831	9-G	Cast & Baker Corporation	N/A	9-G 🔔	30/21001	Arphet	District 9 - Asphalt Section 401 - 18mm Superprise	TON	No Bid	7	ΝA	N/A	N/A	WA	NA NA	N/A	ΝΆ	$\dashv$
	000000160631	<u>इम</u>	Cast & Baker Cerporation	NIA		3012(80(	Asphat	District 9 - Asphet Section 401 - Seraich Course	TON	No Bld						N/A IN/A			$\neg$
	000000160931	भ	Cast & Baker Gerporation	NA		30121601	Asphat	Oblidat 8 - Asphalt Section 402 - 9,5mm Superparve	TON	No Bid						N/A N/A			一
		<b>27</b>	Cast 6 Baker Gerporation			30121001	Asphal	District 9 - Asphalt Section 401 - Wearing 1	NOT	No Bid						NIA NIA			
		эĸ	Carl & Haker Cerponation	NVA		30121601	Asphat	District is - Aughait Section 402 - Wasning 1	TON	No Bid						N/A N/A			
	000000160831	97.	Carl & Baker Cerporation	N/A N/A		30121001 30121001	Asphal	District 9 - Asphal Section 401 - 475mm Experperve	TON	No Bld						WA NA			
	11000000000	944 9N	Cast & Baker Corporation Cast & Baker Corporation			30121001	Asphat	Oktriel 9 - Asphet Section 402 - 476mm Superpurve Oktriel 9 - Asphet Section 401 - Wording M	TON	No Bid						WA WA			<b>⊸</b> ↓
ı	0,000,0000	940	Cast & Baker Corporation	N/A		30121001	Asphet Asphet	Dhinoi 8 - Asphrit Gestion 402 - Westing III	TON	No Bid						AW AU			
		90	Cast & Baker Corporation	PLCA	99	30121601	Asphal	District 9 - Surchame for PG Finder - 70 minus 22	TON	No Bid	7					WA NV			
	, (22000	9-R	East & Baker Corporation			30121601	Asphil	Charliful 9 - Surchargo for PCI Blinder - 70 mbaus 22 - ordered in 400 ten incrementa	TON	No Bid	÷					VA NV			
		9-51	Carl & Beker Corporation	•		30121601	Asphal	Clistical 9 - Hard by Vendor - First Ton Mile	MILE	No Bid						VA N/A			
	000000160331	982	Cast & Baker Corporation	NA	9-52	30121801	Asphat	District 9 - Hout by Vender - Each Additional Mile	MILE	No Bld						WA N/A			
	000000160331	911		NA		2012[601	Asphel	District 9 - Lay Down of Makerials - Ilams A-O and Al, Each Site 0 to 100 Tores	TON	No Bld	7	NVA	NA	NΑ	NA	WA NA	N/A	NIA	_
	000000160631	0-12		NA		30121601	Asphal	District 9 - Lay Down of Materials - Hems A-O and Al, Each Sile 101 to 200 Toris	TON	No Bld	7					WA NA			$\neg$
	000000160631	9-75	Cust & Baker Corporation			30121601		District 9 - Lay Down of Materials - Hame A-D and Al, Each Sile 201 to 500 Tone	TÒN	No Bkf	7					WA NVA			$\neg$
	000000160631	<b>\$74</b>	Cast & Baker Corporation	1.		30121601	Asphet	Okthol 9 - Lay Down of Alabaria's - Items A-O and Al, Each Sile 501 Tons or Greater	TON	No Bid	7					N/A N/A			
		9 <b>U</b> 1	Cast & Baker Corporation	NA		30121601	Asphal	Maldol 9 - Excevation for Shoulder Paying - 0 to 1000 Square Verde	SY	No Bid	7					N/A N/A			긔
		9-U2	Carl & Cakaj Gerporation			30121001	Amhal	Oktifici 9 - Excevation for Shoulder Paving - 1001 to 2000 Square Yards Clinfici 9 - Excevation for Shoulder Paving - 2001 to 2000 Square Yards	SY	No Bld	7					NA NA			$\Box$
	000000160531	9 <b>U</b> 1	Card & Baker Corporation Card & Baker Corporation	ALCA		30121601	Aupher	Claring 8 - Excevation for Shoulder Pering - 2001 to South Square Varies  Claring 9 - Excevation for Shoulder Pering - 2001 Equate Verils or Greater	SY	No Bid						VIA NA			
	000000160031	9VI		l		30121601	Asphet	Oblida 9 - Apphall Base I Shoulder Paving Surcharge - 0 to 100 Tons	SY	No Bid	7					VA IVA			
	0000000000	8-V2	Cast & Baker Corporation Cast & Baker Corporation			30121001	Asphal Asphal	Oblind 9 - Asphalt Base t Shoulder Paving Surcharge - 101 to 200 Tons	TON	No Bid .						VA NA			
		9V3	CLE & Daker Corporation	,		30[2]601	Aughai	Clerifich 9 - Aspheli Hasse & Shoulder Peving Sorcharge - 201 to 500 Tons	TON	No Bld						VA NA			
	000000160531	5 V4	Card & Suker Corporation	NA		30(2)601	Asphet	Chainet 9 - Asphalt Base & Shoulder Paving Surchargs - 501 Tens or Greater	TON	No BM						VA PVA			-
		9-1V1	Carl & Baker Corporation			30121601	Asphet	Disinct 9 - Aschall Base & Shoulder Paving Surcharge - Oto 100 Tons	TON	No Bid						WA NVA			
	000000180931	9-W2	CAS & Ealest Corporation			30121601	Asphal	Oblica 9 - America Base & Shoulder Posting Strickengs - 101 to 200 Years	TON	No Bid						VA INVA			~-1
- 1	000000160631	EW3	Carl & Baker Corporation	NO	BH E	20121001	Arphat	Oblidal 9 - Asphali Stato It Shoulder Paying Surcharge - 20 I to 600 Tores	TON	No Bid						VA NA			-1
	162031900001	97/4	Cast & Baker Corporation	WA	91W	3012 <del>16</del> 01	Asphat	Delifica G - Apphalt Base & Shoulder Paving Strickarge - 501 Years or Greater	TON	No Bíd						VA NA			-1
		θX	Dani & Baker Corporation			30121001	Asphal	District 9 - Elluminous Material for Teck Cost or Prime Material	GL	No Bld	7	N/A	N/A	N/A	N/A I	VA NA	WΑ	N/A	7
٠	000000180631	9-Y	Cash & Bishini Corporation	AUS		30121001 .	Asphal	Usliid 9 - Additional Meet in Jointa	LF	No ald	7	IWA	N/A	NΛ	NA I	VA NA	WA	ΝÂ	7
	000000180631	92	Catol & Baker Corporation	RA		20121601	Asphall	Oklifel 8 - Bilip Pinning Surcharge	TON	No Øld						WA NVA			
	1,0000018000000	9.AA	Card & Baker Corporation	NZA		30121601	Azphat	Dictrical 9 - Mobil barlian for Profiling	OR	No Bid						WA N/A			$\Box$
		DABI	Cart & Baker Corporation	NCA		30121001	Asphal.	Oktober 9 - Pavisonina Profiling (Millingt) - 0 to 250 September Varies	SY	No Bid						VA IVA			_
	000000120831	9.4832	Carl & Balur Corporation	RUA RUA		30521601	Asphal	Ublifet B - Pavement Profiling (NBIng) - 251 to 600 Square Yards District 9 - Pavement Profiling (NBIng) - 501 to 1000 Square Yards	SY	No faid						I/A N/A			_
	000000180501	B-ASS B-ARM	Cast & Endus Corporation Cast & Baker Corporation	REA REA		3012(60) 3012(60)	Asphalt Asphalt	District 9 - Personnet Produce (Mishap - 1001 to 2500 Square Yards	SY SY	No Elid						VA NA			-
ı	000000180531	B-AMS	Carl & Bater Corporation	N/A		30121661	Asphat	Didnot 9 - Pavement Profiling (NEIng) - 2501 to 8000 Square Yards	YS YS	No Bld						IIA IVA			-4
- 1	00000180831	9.426	Carl & Balon Corporation	NEA		10121601		District 9 - Persenant Product (Nating) - 5001 Square Yards or Greater	SY	No Bid						VA NA			-
	000000180831	D-AC	Carl & Bigtor Corporation	IEA.		30/2/60		Uisidol 9 - Paverrant Ropals - Asphall Bose II	TON	No Bid						VA NA			-
		9 AF	Carl & Bater Corporation	HEX.	9.AF	30121801		District 9 - Asphall HPTO - SP496 - PO 16-22 entered 300 TH Increments	TON	No Bid						NA NA			1
ı		8-AG	Carl & Bather Corporation	HA.		3012[60]	Asphek	Digitid 9 - Non Tracking Tack - to be used with AF	GI.	No Bid						WA NVA			-
ı	000000150001	9 <del>,44</del> 1	Cast & Baker Oceporation	N'A	HAS	301216b1	Asphali	District B - Lay Cours of Materials - to be used with AF - 300 TH or Greater	TON	No Bid						NA ASS			$\dashv$
	159081000000	9-AI	Cail & Bator Corporation	ie/A	8-AJ	30121601		District 9 - United Aspiration Covertoy - SPARU	TON	No Bld						WA NVA			ヿ
	12808100001		Cust & Haber Comparation	N/A	5AM	3012160(		Oblidet 8 - Fina Alliang of Asphala Pavemera Surfaces - D to 250 Sq Yards	SY	No Bld						WA AV			$\Box$
	169031000018	9-7-12	Carl B Baker Comparation	NA	9-A.X2	30121801	1 - :	Dallici 6 - Fine Miling of Asphal Pavement Statleton - 261 to 500 Sig Varies	ŝY	No Bid						VA NA			$\Box$
	000000150631	9-A-13	Carl & Barry Corporation	NA		30121601		Olulici 9 - Fine XI ling of Asphal Pavament Statanes - 501 to 1000 Sq Varis	SY	No Bid						NA INA			$\Box$
	000000150031	B-AJ4	Cast & Baker Corporation	N'A	PAJI	3012(60)	Asphall	District B Fine Miling of Asphal Persement Statemen - 1001 to 2500 Sq Vants	SY	No Bid						WAINA			
	000000160631	9-AL5	Cast & Balary Corporation	N/A N/A	SAIS SAIS	30121601 30121601	Asphall	Outlet b - Fine Mility of Asphalt Pavement Surfaces - 2201 to 5000 Sq Yards District B - Fine Mility of Asphalt Pavement Surfaces - 5001 SY or Greater	SY	No Bid						WA INVA			4
	000000180631	9-AK	Cast & Baker Corporation Oast & Baker Corporation	NA NA	B-AK	30121801	Asphall	DISING 8 - Fine Kning of Asynta Pavernan Scholes - 2001 Sif of Gregory DISING 8 - Mobilization for Miled Rombio Strips	SY OR	No Bid No Bid						UA NUA			4
	000000180631	9-AL	Cast & Reter Corporation	N/A	S-AL	30721501		District 8 - Mantasson for rates Names simps	- UK	No Bld						AYA AU AYA AU			—
	000000160631	9AM	Cast & Reton Corporation	NA	9-4).)	30(21s01	Asphali	Olshid 9 - Serchangs for Parking Lot and Facility Parking - Itams A laws O	TON	No Bld						AN AN			-4
ı	000000160631	SAN	Cast & Baker Corporators	NIA	9.41	30323801	Asphall	Dunic 9 - Cleaning and Sweeping	SY	No Bid	<del>-</del> -	NW	N/A	376	372	JA NYA	N/A	NIA	$\dashv$
	000000160631	9.AO1	Cod & Boker Corporation	IVA	9401	30121801	Auchati	District 9 - Matrialning Tradic - Pint Truck and Oriver	DAY	No Bid						JA NA			
	000000160831	8A02	Carl & Baker Corporation	NA	9-A02	30121601	Archet	District 9 - Matrietning Traffic - Traffic Control Devices	UNIT	No Bid						VA NA			
	000000100631	6-A03	Cast & Baker Corporation		9-ACC	30323604	Asphali	District B - Maintaining Trains - Fragger	HOUR	No Bld						VA NVA			$\dashv$
	000000100631	9-A/04	Card & Baker Corporation	NA	9.404	30121603	Asphall	District 9 - Matriadining Traffic - Arrow Board	DAY	No Bid						VA NA			1
	163091000000	(LAP)	Card & Baker Corporation	NΆ	PAPI	30121601	Asptall	District 9 - Deyline Paving Mobil callon	OR	No Bid						VA NA			一
	000000180531	BAP2	Gast & Baker Corporation .		1	30121631	Asphall	Olskick 9 - Nightilane Playing Mobilization	OR	No Bid	7	N⁄Α	N/A	N/A	VA I	VA N/A	WΛ	N/A	<b>1</b>
	000000180531	BAQ1	Carl & Britis Corporation	N/A	9 AGI	50121601	Asphall	Diskki 8 - Ott-Gasson Plani Opening - First Day	DAY	No Bid	7	N/A	NA	N/A I	VA	VA NA	WA	N/A	$\supset$

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ł	000000187831	P-AQ2	Cast & Baker Corporation	NΆ	9-A022	30121601	Asphali	District 9 - Off-Seeson Plant Opening - Each Additional City	DAY	No Bld	_		N/A A	/Δ N//	M/A	N/A I	I/A N/A	استل
	000000180831	16-X	Cast & Reker Corporation	NA		30121801		District 10 - Apphili Section 405 - Bees I	TON	No Bid							VA N/A	
	000000180931	10-छ	Casi & Bakar Gorporation	NΆ	10-8	30121601		District 10 - Asphall Section 401 - 37.6mm Superpure	TON	No Bla							VA NA	
	000000180931	lo-c	Cerl & Baker Corporation		10-6	20121001		Olstylet 10 - Apphell Section 401 - Base II	TON	No Bid							VA NO	
	000000180831	10-0	Casi & Baker Corporation		10-0	3012(601	Asphali	Oblisci 10 - Apphal Badjon 401 - Patch and Lovel	TON	No Bld							VA NA	
ı	000000180831		Call & Baker Corporation		10-E	30121501		Daldel 10 - Asplet Geden 401 - Westing IV	TON	No Bld	7	NVA	N/A N	VA NV	N/A	N/A	VAINA	17
Ī	169681000000		Cast & Baker Cerpore byn	ΑľA		30121601		Childred 10 - Asphalt Bodien 402 - Weering IV	TON	No Bid	7	NA	N/A N	/A N/	N/A	N/A	VA N/A	T
•	103031000001		Cost & Helmir Corporation		10 G	30121501		District 10 - Asphalt Section 401 - 19mm Superpays	TON	No Bid							VA NVA	
L	100000160001		Cast & Baker Corporation	N/A	10-14	30121601		Uklifel 10 - Asphall Section 401 - Soreigh Course	TON	No Bld							VA NVA	
		10-1	Carl & Baker Corporation	N/A	161	30121801		Oblite 10 - Asphal Socilon 402 - 9,5mm Superpara	TON	No Bld							UA NVA	
	4044041	i	Cast & Baker Corporation Cast & Baker Corporation		10-K	30121501	,	District 10 - Asphell Gedlen 401 - Vizating 1 Exclidet 10 - Asphell Gedlen 402 - Westing 1	TON	No Bid							VA NVA	
	000000160631		Cast & Baker Corporation		TUL.	30121601		District 10 - Asphalt Section 401 - 4.75xm Suparpeys	TON	No Bid No Bid		KI/A	NAIN	IA NI	N/A	NIA II	VA NVA	4—4
			Call & Baker Corporation			30121601		Dising 10 - Asphali Section 402 - 4.76mm Superpaye	TON	No Eld							VA NIA VA NIA	
			Coul & Baker Corporation	N/A		30121001		Oistriol 10 - Asphalt Section 401 - Wearing III	TON	No Bid							VA N/A	
	000000189631		Casi & Baker Corporation		10-0	3012 (601		Disidut 10 - Asphali Section 402 - Weating III	TON	No Bld	÷	N/A	N/A N	/A N//	N/A	N/A N	VA N/A	+
	000000180631		Call b Haker Corporation	NA	10 Q	3012(50)		District 10 - Surtherpy for PG Bloder - 70 minus 22	TON	No Bid	7	N/A	N/A N	/A N//	AYA	NVA N	I/A N/A	.;;
	000000159631	IOR	Card & Baker Corporation	NΑ	10 R	30121601	Asphal	Diciniol 10 - Section per for PG Binder - 78 minus 22 - ordered in 400 ten increments	TON	No Bld							IA NA	
	16903160000	10-51	Caul & Baker Corporation	NΆ		30121601	Asphal	District 10 - Hast by Vender - First Ton Mile	MILE	No Bld							I/A N/A	
ı	126031000160000	10-25	Ceul & Baker Cerporation	NA	10:52	30121501		District 10 - Heal by Vendor - Each Additional Little	MILE	No Bid							IA NA	
ŀ	000000180631		Carl & Baker Corporation	NVA		3012(60)		District 10 - Lay Down of Materials - Herns A-O and Al, Each São 0 to 100 Juna	TON	No Bild							VA N/A	
	000000180831		Cost & Haker Corporation			30121601		District 10 - Lay Doen of Materials - Items A-D and Al, Each She 101 to 200 Years	TON	NoBid							I/A N/A	
			Cast & Baker Corporation			30121601	,	District to - Lay Down of Materials - Liems A-D and Al, Each She 201 to 500 Yous	YOY	No Bid							IA NA	
L	000000160631		Oast & Baker Corporation			3012(801		Oslindi 10 - Lay Doem of Attrictions - Items A-O and Al, Each SR- 501 Yous or Greeter	YON	No Bio							VA NVA	
	000000180631		Caul & Baker Corporation	N/A N/A	10-01	3012(60)	711-0	District 10 - Excuration for Shoulder Paying - 0 to 1000 Squara Yerda District 10 - Excuration for Shoulder Paying - 1001 to 2000 Square Yards	SY	No EVd							IA N/A	
	000000160631		Cod & Baker Corporation Cod & Baker Corporation	N'A	-	30121601		District 10 - Exception for Shoulder Paring - 1001 to 2000 Square Yards	SY SY	No 86d No 86d							VA NVA	
	000000150631		Carl & Baker Corporation	N/A		3012(801		O'Sinte 10 - Forcewation for Shoutder Paying - 3001 Square Yerda or Greater	SY	No Btd							VA NVA	
	000000180631	. ,	Ces & Baker Corporation	NVA		30121601		District 10 - Apphalitisca   Elizatdes Paving Sarchungs - Dito 100 Yoru	TON	No Bid							VA NVA	
1	000000180621		Cast & Balter Corporation		10 V2	5012(60)		District 10 - Asphali Base I Shoulder Paving Surcharge - 101 to 200 Fore	TON	No Bld							VA NVA	
	000000150831	10-V3	Cast & Baker Corporation			30121601		District 10 - Asphali Base I Shoulder Paving Surchargs - 201 to 500 Toro	TON	No Bid							VA NIA	
ł	000000180631	I&V4	Carl & Baker Corporation	N'A	10-V4	30121501		Oldrid 10 - Asphalt Basa   Stradder Paving Surcharge - b01 Tone or Greater	TON	No Bid							VA N/A	
Į,	000000180671	16Wi	Call & Baker Corporation	NVΑ	10-WI	30121601	Azphat	Olatifol 10 - Asphali Baca II Shoulder Paying Surcharge - 0 to 100 Toxos	. TON	No fild							VA N/A	
Ī	000000180931		Cad & Baker Corporation	ΝA	10-W2	50121601	Axphet	District 10 - Asphali Blace II Shoulder Peving Surcharge - 101 to 200 Tons	TON	No ald							VA N/A	
	000000160631		Cast & Baker Corporation		10-0/3	2015/001	· - p · ·	Ofstind 10 - Asphali Base II Smalder Paving Surdyarge - 201 to 500 Tons	TON	No Bld							YA NYA	
	000000150631		Cest & Baker Corporation			3012(50)	· Opnor	Dishird 10 - Asphalitises II Shoulder Paving Curcharge - 501 Torra or Greater	TON	No Bid							/A N/A	
	000000150031		Cad & Baker Corporation Cad & Baker Corporation	NA	10 X 16 Y	30121601 30121601		District 10 - Bitamirous Maleytal for Taute Cool or Priese Historial District 10 - Additional Heet in Jednius	ĞL	No Bid							/A N/A	
	000000160631		City & Paker Corporation		10-2	30121601	,	District 10 - Automotive receive account	TON	No Bid No Bid							A NA	
	000000160611		Cast & Gaker Corporation	N/A		30121601		(Xs)/id 10 - Nobilization for Profiling	OR	No Bid							IA NIA IA NIA	
	0000001170631		Carl & Baker Corporation			30121601		Olstinia 10 - Persmant Profiling (Libing) - 0 to 250 Equate Varia	SY	No Bid							A NA	
	000000180631		Cast & Baker Corporation	N'A		2012(60)		District 10 - Payrement Profiling (Milling) - 25 ) to 500 Equato Yords	SY SY	No Bid							IA NIA	
	000000160631		Cast & Salur Corporation	N'A	•	3012(601		Disided to - Pavement Profiling (Milling) - 60% to 1200 Square Yards	SY	No Bid							/A N/A	
	900000160631	(0-ABI	Cast & Seker Corporation	NΙΆ	1.	30121601	Asphal	District 10 - Powement Profiting (Italing) - 1001 to 2500 Square Yards	SY	No Bid							/A N/A	
	000000100631		Cast & Beker Corporation		10-AB5			Olehful 10 - Powement Profiting (Milling) - 2501 to 5000 Square Yards	8Y	No Bid	7	NΙΑ	N/A N	IA NUA	NA	N/A N	7A N/A	
	000000100531		Cral & Baker Corporation	HA		30121801		Obsided 10 - Prevented Profiling (Milling) - 5001 Square Yords or Greater	SY	No Bid							/A N/A	
	000000180531 .		Oral & Raker Corporation	N'A		30121901		Cartina 10 - Pevernent Repair - Aspiral Base V	TON	No Bld							IA N/A	
	000000180631		Cust & Baker Corporation	NA		30121601		Oktidol 10 - Asphak FPTO - SP498 - PG 78-22 ordered 300 TN increments	TON	No Bld							A NA	
	000000160531	10-AG 10-AH	Cast & Refort Corporation Cast & Refort Corporation	HIA NA	IO-AH	20121601 20121001		Digital to - Non Tracking Tack - to be used with AF Digital to - Lay Down of Nexterers - to be used with AF - 200 TH or Greater	GL.	No Bid							/A N/A	
	000000160631				10-A1	30121001		Childel (G. Utra-Trin Asphali Overlay - SP498	TON	No Bid							/A N/A	
	000000160631		Carl & Batter Corporation Carl & Better Corporation			30121001		Oblided 10 - Fine Milling of Asphall Perement Surfaces - 0 to 250 Sq Yards	TON	No Bid							A NA	
	000000160531		Carl & Behar Corporation		10-AJ2			Oblidet 10 - Fine Miling of Asphali Personent Europeas - 251 to 500 Gg Yards	SY	No Bid							A NVA	
	000000160031	IDAJS	Carri & Batur Corporation			30(2100)		Object to-Fire Miling of Asphalt Parenest Surfaces - 601 to 1000 Gq Yards	SY SY	No Bid							A NA	
	000000180031		Carl & Baker Competition			30121601		Ustrict 10 - Fine Miling of Aephalt Personent Surfaces - 1001 to 2500 Sq Yards	<del></del>	No Bid							ANA	
ŀ	000000160631		Cast & Baker Compendion	NA		33121601		Oblide 10 - Fire Milling of Aughart Powement Sortaces - 2501 to 6000 Sq Yards	- ŠŸ	No Bid							A NIA	
ŀ	00000031	10 AJ8	Cast & Baker Comoration	NKA	I	30121661		District 10 - Fine Milling of Aspirati Personnent Surfaces - 6001 SV or Creater	šy	No Bld	7	N/A	NA N	/A NVA	N/A	N/A N	A NA	1
t	125031000150031	10 JX	Casi & Bahay Corporation	NIA	10-AK	50121e01	Asphali	Oblidet 10 - Meblibelton for Miled Formule Steins	OR	No Bid							A NIA	
	000000180831	IOAL	Casi & Balaw Corporation	NYA	1	30121801		Ohldet (O - Miled Famble Strips	LF	No Bid -							VA NIA	
	000000180631		Cast & Balov Corporation		1	10121601		Oblited 10 - Suscherge for Parking Lot and Facility Paving - Hame Althru O	TON	No Bid							ANN AU	
ľ	000000180831	10.01	Casi & Baher Corporetion	HEA	10-40	10121601	Asphall	District 10 - Clearing and Sweeping	SY	No Bid							IA NIA	
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-[		NUNBER		CTU	PART NUMBER		DESCIRIPT ICH				DAY S		3	G	tw	E	HUE	N ATI		ľ	į	URE FILE HAM E
0	000000160631		Carl & Beliar Corporation	N/A	10-A01	30421881	Asphell	District to - Maintaining Traffic - Pitot Track and Oniver	DAY	No Bid	7	N/	A N	ΑİΝ	ᆏ	N/A	N/	ΛÌΝ	ΑN	쩌	JΙΆ	М
[			Canta Baker Corporation			30121801	Asphall	District 10 - Maintaining Treific - Traffic Control Devices	UNIT	No Bid			A N									
- [	000000160631	10-A03	Cerl & Baker Corporation	NØ	10-AO3	2045 260 8	Aspheli	Obifici 10 - Kluhteining Thetric - Flexger	HOUR	No Bid			A N									
- E	000000180631	10-AOI	Carl & Saker Corporation	WA	10-A04	3012(60)	Asphall	District 10 - Maintaining Tradic - Arrow Board	DAY	No Bid			A N									
- [	000000180631	IDAPI	Can & Baker Cerporation	NA	TOADT	30121601	Asphat	Clishing 10 - Daylime Paving Mobilization	OR	No Bid			A N									
k	300000160831	IO-AP2	Cost & Baker Corporation	NA	10-AP2	30121601	Asphall	District 10 - Mighthing Paying Mobilization	OR	No Bid	7	W	AN	ΑÍΝ	Μİ	NA	N/	4 IW	ΑN	ᄶ	WA	$\neg \dashv$
F	000000160831	10-AQ1	Gast & Baker Corporation	NA	10-4:01	3012(60)	Asphall.	District 10 - Oil-Season Plant Operaing - First Day	DAY	No Bid			A N									
[	0000001606033	10-AQ2	Can & Baker Corporation	WA	10-A02	30121001	Asymall	District 10 - Off-Season Plant Opening - Each Admitted Day	DAY	No Bid			A N									

## STATE OF WEST VIRGINIA Purchasing Division

#### PURCHASING AFFIDAVIT

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

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

#### DEFINITIONS:

"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 fallure 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 neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

# Vendor's Name: Cast & Baker Corporation Authorized Signature: Date: 1/24/17 State of Pennsylvania County of Washington to-wit: Taken, subscribed, and sworn to before me this 24thday of January 2017. My Commission expires Application States NOTARY PUBLIC Told Commonwealth OF Pennsylvania NOTARY PUBLIC NOTARY PUBLIC NOTARY Affidavit (Revised 08/01/2015) Kelly M. Baker, Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Notary Public Notary Notary Notary Notary Notary Notary Notary Notary Notary Notary Notary Notary Notary Nota

thy Commission Expires Jan. 5, 2019
BENDER, PENNSYLVANIA ASSOCIATION OF NOTABLES

WV-10 Approved / Revised 12/16/15

### State of West Virginia

## **VENDOR PREFERENCE CERTIFICATE**

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

	,
	Application is made for 2.5% vendor preference for the reason checked:  Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or.
	Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
	Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
	Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
<u>2</u>	Application is made for 2.5% vendor preference for the reason checked:  Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% vendor preference for the reason checked: Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
<b>4.</b>	Application is made for 5% vendor preference for the reason checked:  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5 <i>.</i>	Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
<b>6.</b>	Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residems of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.  Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
requirer or (b) as	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; ssess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to tracting agency or deducted from any unpaid balance on the contract or purchase order.
authoriz the requ	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and test the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid aired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.
end if a	hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder in this certificate changes during the term of the contract, Bidder will notify the Purchasision in writing immediately.
_	Cast & Baker Corporation Signed:
Date:	1/24/17 Title: President

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

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ARFQ 0803 DOT00000012

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

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

Addendum Numbers Received: (Check the box next to each addendu	ım received)
🔀 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 understand that any verbal r discussion held between Vendor's re	he receipt of addenda may be cause for rejection of this bid. I representation made or assumed to be made during any oral presentatives and any state personnel is not binding. Only the ded to the specifications by an official addendum is binding.
Cast & Baker Corporation Full Company Name	<del></del>
Authorized Signature Michael	I J. Baker
NOTE: This addendum acknowle document processing.	dgement should be submitted with the bid to expedite

## AGENCY SOLICITATION NUMBER – ARFQ DOT170000012 Addendum Number: 1

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

#### Applicable Addendum Category:

[V]	Modify bid opening date and time
[]	Modify specification of product or service being sought
[]	Attachment of pre-bid sign-in sheet
[]	Correction of error
[]	Other -

#### Description of Modification to Solicitation:

The bid opening date has been changed to 01/18/2017. The time shall remain unchanged.

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

#### Terms and Conditions:

- 1. All provision of the Agency Solicitation and other addenda not modified herein shall remain in full force and effect.
- Vendor should acknowledge receipt of all addenda issued for this Agency Solicitation by completing an Addendum Acknowledgement, 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.

#### AGENCY SOLICITATION NUMBER - ARFQ DOT1700000012 Addendum Number: 2

The Purpose of this addendum is to modify the solicitation identified as ("Agency Solicitation")

to reflect the	change(s) identified and described below.											
Applicable Addendum Category:												
X	Modify bid opening date and time											
[]	Modify specification of product or service being sought											
[ ]	Attachment of pre-bid sign-in sheet											
[]	Correction of error											
[X]	Other											
Description	of Modification to Solicitation:											
Please see attached.												

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

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

- 1. All provision of the Agency 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 Agency Solicitation by completing an Addendum Acknowledgement, 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, Delivery and Labor by Vendor Addendum #2 ARFQ DOT1700000012

To provide additional information and comments:

Comment #1

Notwithstanding anything herein to the contrary, this Contract as defined by 157 CSR 3.2.17, which said definition is incorporated herein by reference, does not constitute a waiver of or defense to the pending suit that is styled *The West Virginia Department of Transportation, Division of Highways v. West Virginia Paving, Inc., et al.*, Civil Action No. 16-C-1561, Kanawha County Circuit Court, West Virginia, or any future antitrust suit that may be filed involving the contractor, its agents, employees, or subcontractors (collectively "Antitrust Suit'). Further, this Contract shall not be admissible in the Antitrust Suit to establish, among other things, acceptance, course of conduct, waiver, or any other condition, or be used to assert any defense, affirmative or otherwise, that may seek to dlminish, limit, or impair the rights of the West Virginia Department of Transportation, Division of Highways, in the Antitrust Suit.

Comment #2

Section 3.2.16 of the contract specifications, the last sentence currently reads: "Vendor shall provide pricing inclusive of lay down services." Please revise this sentence to read: "Lay down service shall be provided per Section 3.2.16.2, item AF."

Comment #3

Section 3.2.17 of the contract specifications, the last sentence currently reads: "Vendor shall provide pricing inclusive of lay down services." Please revise this sentence to read: "Lay down service shall be provided per Section 3.2.5, Item T."

Comment #4

the bid opening date will be extended from January 18, 2017 until January 25, 2017 at 2:00 PM, EST.

## AGENCY SOLICITATION NUMBER - ARFQ DOT1700000012 Addendum Number: 3

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

#### Applicable Addendum Category:

L	Modify bid opening date and time
[]	Modify specification of product or service being sought
[]	Attachment of pre-bid sign-in sheet
[]	Correction of error
[X]	Other – To clarify wvOASIS addendum issuance.

#### Description of Modification to Solicitation:

To clarify addendum issuance:

Addendum #1 was issued on 01/09/2017 changing the bid opening date from 01/11/2017 until 01/18/2017.

Addendum #2 was Issued on 01/13/2017 adding the statement regarding 1) Civil Action No. 16-C-1561, 2) Correction of contract specifications Section 3.2.16, 3) Correction of contract specifications Section 3.2.17 and 4) Changing the bid opening date from 01/18/2017 until 01/25/2017.

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

#### Terms and Conditions:

- 1. All provision of the Agency 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 Agency Solicitation by completing an Addendum Acknowledgement, a copy of which is included herewith. Failure to acknowledge addenda may result in bld disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.