



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 569923

Solicitation Description : PROJECT PREP SITE WORK / MAINTENANCE BY THE VENDOR 6619C054

Proc Type : Agency Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-05-24 13:30:00	SR 0803 ESR05231900000005422	1

VENDOR
VC0000083628 TRI-STATE PAVING & SEALCOATING LLC MOZACK CONCRETE

Solicitation Number: ARFQ 0803 DOT1900000042

Total Bid : \$0.00 **Response Date:** 2019-05-23 **Response Time:** 14:52:28

Comments:

FOR INFORMATION CONTACT THE BUYER
 Dusty J Smith
 (304) 558-9398
 dusty.j.smith@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	PROJECT PREP SITE WORK / MAINTENANCE BY THE VENDOR	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
72141003			

Extended Description :	PROJECT PREP SITE WORK / MAINTENANCE BY THE VENDOR 6619C054 PER THE ATTACHED PRICING PAGES AND INFORMATION ATTACHMENT FORMS
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Comments: See attached pricing pages for unit pricing



May 21, 2019

West Virginia Department of Transportation
Division of Highways
1900 Kanawha Boulevard East, Building 5, Room 110
Charleston, West Virginia 25305-0430

Re: Solicitation Number DOT1900000042

Dear Agency:

Thank you for the opportunity to bid for the West Virginia Department of Highways Project Preparation Site Work/Maintenance by the Vendor 6619C054.

We are submitting this bid, offer, or proposal for review and consideration. Listed below are the terms and conditions contained in the solicitation we would like to modify.

Should Tri-State Paving & Sealcoating, LLC qualify as one of your vendors, we would like the opportunity to discuss the following sections of the Terms and Conditions of the contract:

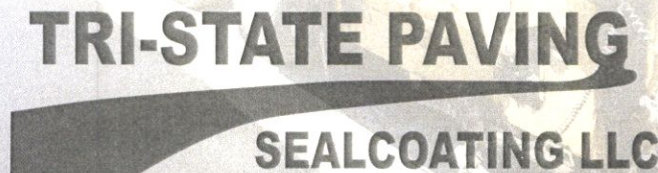
- 13. PAYMENT
- 25. WARRANTY
- 35. INDEMNIFICATION

Again, we appreciate the opportunity and look forward to speaking with you.

Respectfully,

A handwritten signature in black ink, appearing to read "Un Kyung Corns".

Un Kyung Corns, Member



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Tri-State Paving & Sealcoating, LLC

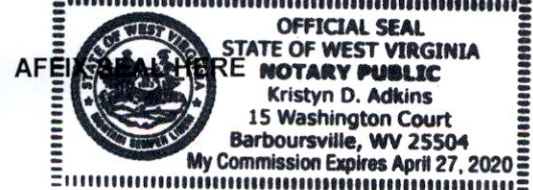
Authorized Signature: *[Signature]* Date: 5-21-2019

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 21st day of May, 2019.

My Commission expires April 27, 2020.



NOTARY PUBLIC *Kristyn D. Adkins*

EXHIBIT CC, INFORMATION ATTACHMENT FORM
Project Preparation Site work/Maintenance with Labor by the Vendor
Vendor's Storage Sites

ASPHALT PAVEMENT REPAIR

VENDOR NAME Tri-State Paving & Sealcoating, LLC

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

If a Vendor will be supplying materials from multiple Plant Locations for Asphalt Pavement Repair and ALL pricing is the same, ALL Plant Locations can be listed on one Exhibit CC, Information Attachment Form and one Exhibit A, Pricing Page is acceptable. If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, a separate Exhibit CC, Information Attachment Form and Exhibit A, Pricing Page is required.

Vendor's Plant Location:

American Asphalt of West Virginia
2334 Route 52
Kenova, WV 25530

Vendor's Plant Location:

American Asphalt of West Virginia
50B Winfield Road
St. Albans, WV 25177

Vendor's Plant Location:

Vendor's Plant Location:



DRUG & ALCOHOL POLICY



Policy Statement

The Company is committed to providing all employees with a safe workplace and to establishing programs which promote a high standard of employee health and safety. We hope this commitment to safety is shared by every Company employee and that each employee becomes personally involved in eliminating unsafe work practices for the safety of everyone while working.

Employees are required to review and follow all policies. Failure to do so will result in discipline up to and including termination.

1.1 Prohibited Activities

It is a condition of employment that all Company employees refrain from reporting to work or working with the presence of drugs or alcohol in his/her body. The unlawful manufacture, distribution, dispensation, possession, use or presence in one's body bodily system of a controlled substance or being under the influence of alcohol, or a controlled substance, on the Company's premises or while on duty is strictly prohibited. This includes, but is not limited to, all work sites, including subcontractor sites, and Company vehicles and parking lots.

While working on subcontractor sites, their rules and regulations apply. A positive drug test while serving as a subcontractor, will be grounds for termination of employment with our Company.

A "controlled substance" is defined as any substance which the individual is not authorized to sell, possess, use or distribute under the laws of the state and federal government. Employees may work and use medication administered by or under the instructions of a licensed physician if the physician has advised them the medication will not impair their ability to safely perform their job. Employees must advise their supervisor upon reporting to work, however, if anything they are taking could alter their physical or mental ability to safely perform their job.

Exception:

The use of prescription drugs in a manner approved by the employee's physician, with the assurance that such usage will not impair safe job performance, is not prohibited.

1.2 Drug Testing

The Company may test current or prospective employees for the presence of drugs or alcohol. Drug and alcohol testing will be administered under any of the following conditions:

- When an employee shows signs of impairment while on duty or when reasonable suspicion exists;
- After an accident or occurrence that results in an injury on the job as defined by the Occupational Safety and Health Administration;
- After any vehicular accident involving the Company's vehicle; or
- Randomly in accordance with the West Virginia Safer Workplaces Act.

1.3 Refusal to Submit to Testing

Employees who refuse to submit to drug and alcohol testing may be denied employment or terminated. This also includes, but is not limited to, employees who delay taking the test for any reason. If an employee refuses to submit to a test for drugs or alcohol, that employee forfeits eligibility for unemployment compensation benefits and, if injured, for indemnity benefits under the Worker Compensation Laws.

1.4 Timing of Testing

For drug and alcohol testing of current Company employees, any drug or alcohol testing shall occur during, or immediately before or after, a regular work period and shall be considered worked time for purposes of compensation and benefits.

1.5 Collection of Samples

The following rules apply to the collection of drug and alcohol testing samples:

- a. The collection of samples shall be performed under reasonable and sanitary conditions; Any observer of the collection of urine samples shall be of the same sex as the employee;
- c. The employee subject to the testing shall present photo identification to the individual collecting the sample;
- d. The collection of samples shall be documented by labeling samples so as to reasonably preclude the possibility of misidentification of the person tested in accordance with reasonable chain-of-custody and confidentiality procedures; and
- e. The collection, storage, and transportation of samples shall be performed so as to reasonably preclude sample contamination, adulteration, or misidentification.

1.6 Testing of Samples

Confirmatory drug testing shall be conducted at a laboratory:

- a. Certified by the U.S. Department of Health and Human Services' Substance Abuse and Mental Health Services Administration;
- b. Approved by the U.S. Department of Health and Human Services under the Clinical Laboratory Improvements Act; or
- c. Approved by the College of American Pathologists.

1.7 Confirmation of Positive Results

All drug and alcohol testing shall include confirmation of any positive test results. For drug testing, confirmation will be by use of a different chemical process than was used in the initial drug screen. The second confirmatory test shall be a chromatographic technique such as gas chromatography/mass spectrometry, or another comparably reliable analytical method and will be at the employee's or prospective employee's cost.

1.8 Employee Provided Notification

An employee, or prospective employee, may voluntarily provide notification of any information that may be considered relevant to the testing, including, but not limited to, identification of currently or recently used prescriptions or nonprescription drugs, or other relevant medical information. A qualified medical profession will use such voluntarily notification and verify a laboratory sample that tests positive in a confirmatory test.

1.9 Disciplinary Procedures

Upon receipt of a confirmed positive drug or alcohol test result in violation of this policy, or upon the refusal of an employee or prospective employee to provide a testing sample, the Company may:

- a. Require the employee to enroll in rehabilitation, treatment, and/or counseling in accordance with Section 2.3.15, participation in which is a condition of continued employment;
- b. Terminate the employee; and/or
- c. Refuse to hire a prospective employee.

1.10 Confidentiality

All communications received by the Company relevant to an employee's or a prospective employee's drug or alcohol test results if received through the Company's drug testing program are confidential communications.

1.11 Employee Forfeiture

If a drug or alcohol is found in an employee's system in violation of this policy, that employee may be terminated in accordance with Section 2.3.10 and forfeits his/her eligibility for unemployment compensation benefits and, if injured at the time of the intoxication, indemnity benefits under the Worker Compensation Laws. If an injured employee refuses to submit to a test for drugs or alcohol, that employee forfeits eligibility for unemployment compensation benefits and, if injured, for indemnity benefits under the Worker Compensation Laws.

1.12 Costs

The Company shall pay all actual costs for drug and/or alcohol testing it requires. In addition, the Company will pay reasonable transportation costs to current employees if the required tests are conducted at a location other than the employee's normal work site(s).

1.13 Challenging Results

If an employee wishes to challenge the results of his/her initial sample test result, the Company must have the split sample tested by another laboratory. However, the employee must pay the cost associated with the testing of the split sample.

1.14 Employee Assistance

The Company does not provide treatment programs to its employees. However, the Company encourages any employee in need of substance abuse counseling to seek out such help. An employee who voluntarily seeks help for alcohol or drug abuse will not be subject to discipline solely on the basis of acknowledging an abuse problem. The employee must, however, voluntarily admit to an alcohol or drug abuse problem before management becomes aware of the problem through probable cause; some incident, event, or accident; or a random drug test. Once an employee has been sent for a drug test under those circumstances and s/he tests positive, s/he will be disciplined, up to and including termination.

After the employee voluntarily admits to having an abuse problem, the employee must begin treatment for the problem. The employee will be required to state, in writing, that s/he has enrolled in, and will follow, the full course of treatment, both rehabilitation and after-care, prescribed by the treating physician or the treating facility.

The employee must also agree that upon returning to work, and for a period of twenty-four (24) months thereafter, s/he will submit to random drug and alcohol testing in conformance with this policy. This twenty-four (24) month period will begin at the time of the employee's return to work.

If the employee refuses to comply and continue with the treatment prescribed by the treating facility or treating physician, the employee will be subject to immediate discharge or disciplined, up to and including termination. If the employee tests positive at any time after returning to work or experiences any other performance problems related to his/her drug or alcohol usage, s/he will be disciplined, up to and including termination.

1.15 Searches

The Company may conduct unannounced searches without further notice for illegal drugs and alcohol in the Company's facilities. Employees are expected to cooperate in the conducting of such searches.

Searches of employees and their personal property may be conducted when there is reasonable suspicion that the employee or employees are in violation of this Policy.

Searches of employees and their personal property may otherwise be conducted when circumstances or workplace conditions justify them as determined by management.

An employee's consent to a search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination, even for a first refusal.

Searches of the Company's facilities and property can be conducted at any time and do not have to be based on reasonable suspicion.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

"Interested party" or *"Interested parties"* means:

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Tri-State Paving & Sealcoating, LLC Address: 3384 Teays Valley Road
Hurricane, WV 25526

Name of Authorized Agent: Un Kyung Corns Address: 3384 Teays Valley Road Hurricane, WV 25526

Contract Number: DOT1900000042 Contract Description: Project Preparation Site Work/Maintenance

Governmental agency awarding contract: West Virginia Department of Transportation Division of Highways

Check here if this is a Supplemental Disclosure

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

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

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

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

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

Un Kyung Corns
David Corns

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

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

Signature: [Handwritten Signature] Date Signed: 5-21-2019

Notary Verification

State of West Virginia, County of Putnam:

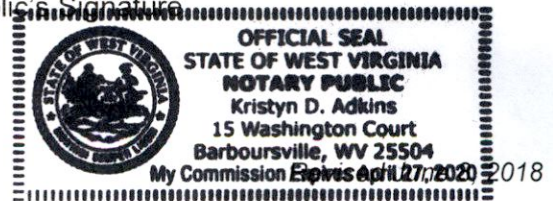
I, [Handwritten Signature], the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 21st day of May, 2019.

[Handwritten Signature]
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00 _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

-
-
-
-
-

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, award, in a form acceptable to the Agency.

-
-
-
-

WEST VIRGINIA CONTRACTOR'S LICENSE

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

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

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of \$ 0.00 for N/A. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

REQUEST FOR QUOTATION
Project Preparation Site Work/Maintenance with Labor by the Vendor

9.2.2 Immediate cancellation of one or more Delivery Orders issued under this Contract.

9.2.3 Any other remedies available in law or equity.

10. MISCELLENOUS:

10.1 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.

10.2 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.

10.3 Reports: The Vendor shall provide quarterly reports and annual summaries to the Agency showing the Contract Items purchased, quantities of Contract Items purchased, and the total dollar value of the Contract Items purchased. The Vendor shall also provide reports, upon request, showing the Contract Items purchased during the term of this Contract, the quantity purchased for each of those Contract Items and the total value of purchases for each of those Contract Items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: Bill Corns
Telephone Number: 304-962-4763
Fax Number: 304-562-5058
Email Address: Bill.Corns@tspwr.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER THORNBURG INSURANCE AGENCY INC 2519 3rd Ave P O Box 2966 Huntington WV 25728	CONTACT NAME: Kim Woods	FAX (A/C, No): (304) 697-7699
	PHONE (A/C, No, Ext): (304) 697-7650	
E-MAIL ADDRESS: kwoods@thornburgagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Westfield Insurance Company		24112
INSURER B: BrickStreet Mutual Insurance		12372
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGE	CERTIFICATE NUMBER: 18/19 Master	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CMM8326830	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CMM8326830	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CMM8326830	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCB1020091	08/31/2018	08/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CMM8326830	11/01/2018	11/01/2019	Limit 100,000 Ded 1,000

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

Evidence of Insurance subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

West Virginia Department of Transportation Division of Highways 1900 Kanawha Blvd. E Charleston WV 25305	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO. ARFQ DOT1900000042

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Tri-State Paving & Sealcoating, LLC
Full Company Name

[Signature]
Authorized Signature

5.21.2019
Date

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

VENDOR NAME: Tri-State Paving & Sealcoating, LLC

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

ITEM NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST
	DITCHING		
1-A	Ditching shall meet the requirements of Attachment A	Shoulder Mile	N/A
1-B	Correcting Deep Ditches shall meet the requirements of Attachment B	Ton	N/A
1-C	Restoring Shoulders and Shoulder stone shall meet the requirement of Attachment C	Ton	N/A
1-D	Shoulder Stone Placement shall meet the requirements of Attachment D	Ton	N/A
2-A	Ditching Haul by Vendor for Item 1-B, 1-C and 1-D, First Ton Mile	Ton Mile	N/A
2-B	Ditching Haul by Vendor for Item 1-B, 1-C and 1-D, Each Additional Mile	Ton Mile	N/A
3-A	Ditching Waste Haul by Vendor per truck/driver	Hour	N/A
4-A	Ditching Daytime Mobilization		
4-A1	Ditching Daytime Mobilization - Boone County	Lump Sum	N/A
4-A2	Ditching Daytime Mobilization - Clay County	Lump Sum	N/A
4-A3	Ditching Daytime Mobilization - Kanawha County	Lump Sum	N/A
4-A4	Ditching Daytime Mobilization - Mason County	Lump Sum	N/A
4-A5	Ditching Daytime Mobilization - Putnam County	Lump Sum	N/A
4-B	Ditching Nighttime Mobilization		
4-B1	Ditching Nighttime Mobilization - Boone County	Lump Sum	N/A
4-B2	Ditching Nighttime Mobilization - Clay County	Lump Sum	N/A
4-B3	Ditching Nighttime Mobilization - Kanawha County	Lump Sum	N/A
4-B4	Ditching Nighttime Mobilization - Mason County	Lump Sum	N/A
4-B5	Ditching Nighttime Mobilization - Putnam County	Lump Sum	N/A
5-A	Ditching On-Site Mobilization	Hourly	N/A
6-A	Ditching Maintaining Traffic Pilot Truck and Driver	DAY	N/A
6-B	Ditching Maintaining Traffic Traffic Control Devices	UNIT	N/A
6-C	Ditching Maintaining Traffic Flagger	HOUR	N/A
6-D	Ditching Maintaining Traffic Arrow Board	DAY	N/A
	PIPE REPAIR/REPLACEMENT		
	Pipe Repair/Replacement shall meet the requirements of Attachment E		
	per the following range tiers:		
7-A	15" Type F Trench	Linear Foot	N/A
7-B	18" Type F Trench	Linear Foot	N/A
7-C	24" Type F Trench	Linear Foot	N/A
7-D	30" Type F Trench	Linear Foot	N/A
7-E	36" Type F Trench	Linear Foot	N/A
7-F	42" Type F Trench	Linear Foot	N/A
7-G	48" Type F Trench	Linear Foot	N/A
7-H	54" Type F Trench	Linear Foot	N/A
7-I	60" Type F Trench	Linear Foot	N/A
8-A	Pipe Repair/Replacement backfill for F Trench	Cubic Yard	N/A
9-A	Safe Access and Egress Surcharge depth of 5-foot to 10-foot	Lump Sum	N/A
9-B	Safe Access and Egress Surcharge depth of greater than 10-foot not to exceed 15-foot	Lump Sum	N/A
9-C	Safe Access and Egress Surcharge depth of greater than 15-foot not to exceed 20-foot	Lump Sum	N/A
10-A	Pipe Repair/Replacement Waste Haul by Vendor per truck/driver	Hour	N/A
11-A	Pipe Repair/Replacement Daytime Mobilization		
11-A1	Pipe Repair/Replacement Daytime Mobilization - Boone County	Lump Sum	N/A
11-A2	Pipe Repair/Replacement Daytime Mobilization - Clay County	Lump Sum	N/A
11-A3	Pipe Repair/Replacement Daytime Mobilization - Kanawha County	Lump Sum	N/A
11-A4	Pipe Repair/Replacement Daytime Mobilization - Mason County	Lump Sum	N/A
11-A5	Pipe Repair/Replacement Daytime Mobilization - Putnam County	Lump Sum	N/A

VENDOR NAME: Tri-State Paving & Sealcoating, LLC

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

ITEM NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST
11-B	Pipe Repair/Replacement Nighttime Mobilization		
11-B1	Pipe Repair/Replacement Nighttime Mobilization - Boone County	Lump Sum	N/A
11-B2	Pipe Repair/Replacement Nighttime Mobilization - Clay County	Lump Sum	N/A
11-B3	Pipe Repair/Replacement Nighttime Mobilization - Kanawha County	Lump Sum	N/A
11-B4	Pipe Repair/Replacement Nighttime Mobilization - Mason County	Lump Sum	N/A
11-B5	Pipe Repair/Replacement Nighttime Mobilization - Putnam County	Lump Sum	N/A
12-A	Pipe Repair/Replacement On-Site Mobilization	Hourly	N/A
13-A	Pipe Repair/Replacement Maintaining Traffic Pilot Truck and Driver	DAY	N/A
13-B	Pipe Repair/Replacement Maintaining Traffic Traffic Control Devices	UNIT	N/A
13-C	Pipe Repair/Replacement Maintaining Traffic Flagger	HOUR	N/A
13-D	Pipe Repair/Replacement Maintaining Traffic Arrow Board	DAY	N/A
	ASPHALT PAVEMENT REPAIR		
14-A	Pot Hole Repair shall meet the requirements of Attachment F		
14-A1	Pot Hole Repair 0 to 50 square yards, per mile	Unit	\$128.26
14-A2	Pot Hole Repair 51 to 250 square yards, per mile	Unit	\$143.10
14-A3	Pot Hole Repair 251 to 500 square yards, per mile	Unit	\$98.28
14-A4	Pot Hole Repair greater than 501 square yards, per mile	Unit	\$94.59
14-B	Base Failure Repair shall meet the requirements of Attachment G		
14-B1	Base Failure Repair 0 to 50 square yards, per mile, asphalt	Unit	\$146.26
14-B2	Base Failure Repair 51 to 250 square yards, per mile, asphalt	Unit	\$141.70
14-B3	Base Failure Repair 251 to 500 square yards, per mile, asphalt	Unit	\$97.02
14-B4	Base Failure Repair greater than 501 square yards, per mile, asphalt	Unit	\$93.51
14-B5	Base Failure Repair 0 to 50 square yards, stone	Square Yard	\$96.40
14-B6	Base Failure Repair 51 to 250 square yards, stone	Square Yard	\$66.65
14-B7	Base Failure Repair 251 to 500 square yards, stone	Square Yard	\$51.26
14-B8	Base Failure Repair greater than 501 square yards, stone	Square Yard	\$49.74
14-C	Edge Failure Repair shall meet the requirements of Attachment H		
14-C1	Edge Failure Repair 0 to 50 square yards, per mile	Unit	\$128.26
14-C2	Edge Failure Repair 51 to 250 square yards, per mile	Unit	\$143.10
14-C3	Edge Failure Repair 251 to 500 square yards, per mile	Unit	\$98.28
14-C4	Edge Failure Repair greater than 501 square yards, per mile	Unit	\$94.59
15-A	Asphalt Pavement Repair Haul by Vendor First Ton Mile	Ton Mile	\$1.10
15-B	Asphalt Pavement Repair Haul by Vendor Each Additional Mile	Ton Mile	\$1.25
16-A	Asphalt Pavement Repair Waste Haul by Vendor per truck/driver	Hour	\$75.00
17-A	Asphalt Pavement Repair Daytime Mobilization		
17-A1	Asphalt Pavement Repair Daytime Mobilization - Boone County	Lump Sum	N/A
17-A2	Asphalt Pavement Repair Daytime Mobilization - Clay County	Lump Sum	N/A
17-A3	Asphalt Pavement Repair Daytime Mobilization - Kanawha County	Lump Sum	\$425.00
17-A4	Asphalt Pavement Repair Daytime Mobilization - Mason County	Lump Sum	\$425.00
17-A5	Asphalt Pavement Repair Daytime Mobilization - Putnam County	Lump Sum	\$350.00
17-B	Asphalt Pavement Repair Nighttime Mobilization		
17-B1	Asphalt Pavement Repair Nighttime Mobilization - Boone County	Lump Sum	N/A
17-B2	Asphalt Pavement Repair Nighttime Mobilization - Clay County	Lump Sum	N/A
17-B3	Asphalt Pavement Repair Nighttime Mobilization - Kanawha County	Lump Sum	\$575.00
17-B4	Asphalt Pavement Repair Nighttime Mobilization - Mason County	Lump Sum	\$575.00
17-B5	Asphalt Pavement Repair Nighttime Mobilization - Putnam County	Lump Sum	\$500.00
18-A	Asphalt Pavement Repair On-Site Mobilization	Hourly	\$175.00
19-A	Asphalt Pavement Repair Maintaining Traffic Pilot Truck and Driver	DAY	\$300.00

VENDOR NAME: Tri-State Paving & Sealcoating, LLC

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

ITEM NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST
19-B	Asphalt Pavement Repair Maintaining Traffic Traffic Control Devices	UNIT	\$50.00
19-C	Asphalt Pavement Repair Maintaining Traffic Flagger	HOUR	\$35.00
19-D	Asphalt Pavement Repair Maintaining Traffic Arrow Board	DAY	\$200.00
20-A	Asphalt Pavement Repair Off-Season Plant Opening First Day	DAY	\$2,500.00
20-B	Asphalt Pavement Repair Off-Season Plant Opening Each Additional Day	DAY	\$500.00

VENDOR NAME: Tri-State Paving & Sealcoating, LLC

District 2 - Cabell County, Lincoln County, Logan County,
Mingo County and Wayne County

ITEM NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST
	DITCHING		
1-A	Ditching shall meet the requirements of Attachment A	Shoulder Mile	N/A
1-B	Correcting Deep Ditches shall meet the requirements of Attachment B	Ton	N/A
1-C	Restoring Shoulders and Shoulder stone shall meet the requirement of Attachment C	Ton	N/A
1-D	Shoulder Stone Placement shall meet the requirements of Attachment D	Ton	N/A
2-A	Ditching Haul by Vendor for Item 1-B, 1-C and 1-D, First Ton Mile	Ton Mile	N/A
2-B	Ditching Haul by Vendor for Item 1-B, 1-C and 1-D, Each Additional Mile	Ton Mile	N/A
3-A	Ditching Waste Haul by Vendor per truck/driver	Hour	N/A
4-A	Ditching Daytime Mobilization		
4-A1	Ditching Daytime Mobilization - Cabell County	Lump Sum	N/A
4-A2	Ditching Daytime Mobilization - Lincoln County	Lump Sum	N/A
4-A3	Ditching Daytime Mobilization - Logan County	Lump Sum	N/A
4-A4	Ditching Daytime Mobilization - Mingo County	Lump Sum	N/A
4-A5	Ditching Daytime Mobilization - Wayne County	Lump Sum	N/A
4-B	Ditching Nighttime Mobilization		
4-B1	Ditching Nighttime Mobilization - Cabell County	Lump Sum	N/A
4-B2	Ditching Nighttime Mobilization - Lincoln County	Lump Sum	N/A
4-B3	Ditching Nighttime Mobilization - Logan County	Lump Sum	N/A
4-B4	Ditching Nighttime Mobilization - Mingo County	Lump Sum	N/A
4-B5	Ditching Nighttime Mobilization - Wayne County	Lump Sum	N/A
5-A	Ditching On-Site Mobilization	Hourly	N/A
6-A	Ditching Maintaining Traffic Pilot Truck and Driver	DAY	N/A
6-B	Ditching Maintaining Traffic Traffic Control Devices	UNIT	N/A
6-C	Ditching Maintaining Traffic Flagger	HOUR	N/A
6-D	Ditching Maintaining Traffic Arrow Board	DAY	N/A
	PIPE REPAIR/REPLACEMENT		
	Pipe Repair/Replacement shall meet the requirements of Attachment E		
	per the following range tiers:		
7-A	15" Type F Trench	Linear Foot	N/A
7-B	18" Type F Trench	Linear Foot	N/A
7-C	24" Type F Trench	Linear Foot	N/A
7-D	30" Type F Trench	Linear Foot	N/A
7-E	36" Type F Trench	Linear Foot	N/A
7-F	42" Type F Trench	Linear Foot	N/A
7-G	48" Type F Trench	Linear Foot	N/A
7-H	54" Type F Trench	Linear Foot	N/A
7-I	60" Type F Trench	Linear Foot	N/A
8-A	Pipe Repair/Replacement backfill for F Trench	Cubic Yard	N/A
9-A	Safe Access and Egress Surcharge depth of 5-foot to 10-foot	Lump Sum	N/A
9-B	Safe Access and Egress Surcharge depth of greater than 10-foot not to exceed 15-foot	Lump Sum	N/A
9-C	Safe Access and Egress Surcharge depth of greater than 15-foot not to exceed 20-foot	Lump Sum	N/A
10-A	Pipe Repair/Replacement Waste Haul by Vendor per truck/driver	Hour	N/A
11-A	Pipe Repair/Replacement Daytime Mobilization		
11-A1	Pipe Repair/Replacement Daytime Mobilization - Cabell County	Lump Sum	N/A
11-A2	Pipe Repair/Replacement Daytime Mobilization - Lincoln County	Lump Sum	N/A
11-A3	Pipe Repair/Replacement Daytime Mobilization - Logan County	Lump Sum	N/A
11-A4	Pipe Repair/Replacement Daytime Mobilization - Mingo County	Lump Sum	N/A
11-A5	Pipe Repair/Replacement Daytime Mobilization - Wayne County	Lump Sum	N/A

VENDOR NAME: Tri-State Paving & Sealcoating, LLC

District 2 - Cabell County, Lincoln County, Logan County,
Mingo County and Wayne County

ITEM NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST
11-B	Pipe Repair/Replacement Nighttime Mobilization		
11-B1	Pipe Repair/Replacement Nighttime Mobilization - Cabell County	Lump Sum	N/A
11-B2	Pipe Repair/Replacement Nighttime Mobilization - Lincoln County	Lump Sum	N/A
11-B3	Pipe Repair/Replacement Nighttime Mobilization - Logan County	Lump Sum	N/A
11-B4	Pipe Repair/Replacement Nighttime Mobilization - Mingo County	Lump Sum	N/A
11-B5	Pipe Repair/Replacement Nighttime Mobilization - Wayne County	Lump Sum	N/A
12-A	Pipe Repair/Replacement On-Site Mobilization	Hourly	N/A
13-A	Pipe Repair/Replacement Maintaining Traffic Pilot Truck and Driver	DAY	N/A
13-B	Pipe Repair/Replacement Maintaining Traffic Traffic Control Devices	UNIT	N/A
13-C	Pipe Repair/Replacement Maintaining Traffic Flagger	HOUR	N/A
13-D	Pipe Repair/Replacement Maintaining Traffic Arrow Board	DAY	N/A
	ASPHALT PAVEMENT REPAIR		
14-A	Pot Hole Repair shall meet the requirements of Attachment F		
14-A1	Pot Hole Repair 0 to 50 square yards, per mile	Unit	\$128.26
14-A2	Pot Hole Repair 51 to 250 square yards, per mile	Unit	\$143.10
14-A3	Pot Hole Repair 251 to 500 square yards, per mile	Unit	\$98.28
14-A4	Pot Hole Repair greater than 501 square yards, per mile	Unit	\$94.59
14-B	Base Failure Repair shall meet the requirements of Attachment G		
14-B1	Base Failure Repair 0 to 50 square yards, per mile, asphalt	Unit	\$146.26
14-B2	Base Failure Repair 51 to 250 square yards, per mile, asphalt	Unit	\$141.70
14-B3	Base Failure Repair 251 to 500 square yards, per mile, asphalt	Unit	\$97.02
14-B4	Base Failure Repair greater than 501 square yards, per mile, asphalt	Unit	\$93.51
14-B5	Base Failure Repair 0 to 50 square yards, stone	Square Yard	\$96.40
14-B6	Base Failure Repair 51 to 250 square yards, stone	Square Yard	\$66.65
14-B7	Base Failure Repair 251 to 500 square yards, stone	Square Yard	\$51.26
14-B8	Base Failure Repair greater than 501 square yards, stone	Square Yard	\$49.74
14-C	Edge Failure Repair shall meet the requirements of Attachment H		
14-C1	Edge Failure Repair 0 to 50 square yards, per mile	Unit	\$128.26
14-C2	Edge Failure Repair 51 to 250 square yards, per mile	Unit	\$143.10
14-C3	Edge Failure Repair 251 to 500 square yards, per mile	Unit	\$98.28
14-C4	Edge Failure Repair greater than 501 square yards, per mile	Unit	\$94.59
15-A	Asphalt Pavement Repair Haul by Vendor First Ton Mile	Ton Mile	\$1.10
15-B	Asphalt Pavement Repair Haul by Vendor Each Additional Mile	Ton Mile	\$1.25
16-A	Asphalt Pavement Repair Waste Haul by Vendor per truck/driver	Hour	\$75.00
17-A	Asphalt Pavement Repair Daytime Mobilization		
17-A1	Asphalt Pavement Repair Daytime Mobilization - Cabell County	Lump Sum	\$400.00
17-A2	Asphalt Pavement Repair Daytime Mobilization - Lincoln County	Lump Sum	\$450.00
17-A3	Asphalt Pavement Repair Daytime Mobilization - Logan County	Lump Sum	N/A
17-A4	Asphalt Pavement Repair Daytime Mobilization - Mingo County	Lump Sum	N/A
17-A5	Asphalt Pavement Repair Daytime Mobilization - Wayne County	Lump Sum	\$550.00
17-B	Asphalt Pavement Repair Nighttime Mobilization		
17-B1	Asphalt Pavement Repair Nighttime Mobilization - Cabell County	Lump Sum	\$550.00
17-B2	Asphalt Pavement Repair Nighttime Mobilization - Lincoln County	Lump Sum	\$600.00
17-B3	Asphalt Pavement Repair Nighttime Mobilization - Logan County	Lump Sum	N/A
17-B4	Asphalt Pavement Repair Nighttime Mobilization - Mingo County	Lump Sum	N/A
17-B5	Asphalt Pavement Repair Nighttime Mobilization - Wayne County	Lump Sum	\$700.00
18-A	Asphalt Pavement Repair On-Site Mobilization	Hourly	\$175.00
19-A	Asphalt Pavement Repair Maintaining Traffic Pilot Truck and Driver	DAY	\$300.00

VENDOR NAME: Tri-State Paving & Sealcoating, LLC

District 2 - Cabell County, Lincoln County, Logan County,
Mingo County and Wayne County

ITEM NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST
19-B	Asphalt Pavement Repair Maintaining Traffic Traffic Control Devices	UNIT	\$50.00
19-C	Asphalt Pavement Repair Maintaining Traffic Flagger	HOUR	\$35.00
19-D	Asphalt Pavement Repair Maintaining Traffic Arrow Board	DAY	\$200.00
20-A	Asphalt Pavement Repair Off-Season Plant Opening First Day	DAY	\$2,500.00
20-B	Asphalt Pavement Repair Off-Season Plant Opening Each Additional Day	DAY	\$500.00