

State of West Virginia Solicitation Response

1

Proc Folder:

1091656

Solicitation Description:

Addendum 2: Asphalt Materials, Delivery & Labor by Vendor Co

Proc Type: Agency Master Agreement

Solicitation Closes Solicitation Response Version

2022-10-06 14:30 SR 0803 ESR10062200000001794

VENDOR

000000190441 NLS PAVING INC

Solicitation Number: ARFQ 0803 DOT2300000017

Total Bid: 0 Response Date: 2022-10-06 Response Time: 11:38:41

Comments:

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith 304-414-6859 dusty.j.smith@wv.gov

Vendor Signature X

FEIN# DATE

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

 Date Printed:
 Oct 7, 2022
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Asphalt Section 401 - Base I	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Asphalt Section 401 - 25mm Superpave	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Asphalt Section 401 - Base II	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

•	t Amount
4 Asphalt Section 401 - Patch and Level 0.00000 TON 0.000000 0.00	

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Asphalt Section 401 - Wearing IV	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

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Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Asphalt Section 402 - Wearing IV	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Asphalt Section 401 - 19mm Superpave	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Asphalt Section 401 - Scratch Course	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Asphalt Section 402 - 9.5mm Superpave	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Asphalt Section 401 - Wearing 1	0.00000	TON	0.000000	0.00

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Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Asphalt Section 402 - Wearing 1	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Asphalt Section 401 - 4.75mm Superpave	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Asphalt Section 402 - 4.75mm Superpave	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Asphalt Section 401 - Wearing III	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Asphalt Section 402 - Wearing III	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Asphalt Section 401 - 12.5mm Superpave	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Asphalt Section 402 - 12.5mm Superpave	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Shoulder Stone Placement for Asphalt Section 307 - Class 10	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30111800				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Shoulder Stone Mobilization - Complete on ATT B	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24000000				

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Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Haul by Vendor Shoulder Stone Placement - First Ton Mile	0.00000	MILE	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
78120000				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Haul by Vendor Shoulder Stone Placement -	0.00000	MILE	0.000000	0.00
	Each Add'l Mile				

Comm Code	Manufacturer	Specification	Model #	
78120000				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Surcharge for PG Binder - 64H minus 22	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
12161804				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Surcharge for PG Binder 64E minus 22 ordered in 400 Ton incr	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
12161804				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	ESAL Surcharge - 3 million to 20 million ESALs	0.00000	TON	0.000000	0.00

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Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	ESAL Surcharge - Greater than 20 million ESALs	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Asphalt Haul by Vendor - First Ton Mile	0.00000	MILE	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
78120000				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Asphalt Haul by Vendor - Each Additional Mile	0.00000	MILE	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
78120000				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Laydown of Materials. Items #1-17 and #67, Ea Site 0-100T	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Laydown of Materials. Items #1-17 and #67, Ea Site 101-200T	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Laydown of Materials. Items #1-17 and #67, Ea Site 201-500T	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Laydown of Materials. Items #1-17 and #67, Ea Site 501+ Tons	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	Mobilization - Daytime Paving - Complete on ATT B	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24000000				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	Mobilization - Nighttime Paving - Complete on ATT B	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24000000				

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Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34	Excavation for Shoulder Paving - 0 to 1000 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141505				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
35	Excavation for Shoulder Paving - 1001 to 2000 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141505				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
36	Excavation for Shoulder Paving - 2001 to 3000 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141505				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
37	Excavation for Shoulder Paving - 3001 SY or Greater	0.00000	SY	0.000000	0.00

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
38	Asphalt Base I Shoulder Paving Surcharge - 0 to 100 Tons	0.00000	TON	0.000000	0.00

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Comm Code	Manufacturer	Specification	Model #	
72141100				

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
39	Asphalt Base I Shoulder Paving Surcharge - 101 to 200 Tons	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
40	Asphalt Base I Shoulder Paving Surcharge - 201 to 500 Tons	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
41	Asphalt Base I Shoulder Paving Surcharge -	0.00000	TON	0.000000	0.00
	501 Tons or Great				

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
42	Asphalt Base II Shoulder Paving Surcharge - 0 to 100 Tons	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
43	Asphalt Base II Shoulder Paving Surcharge - 101 to 200 Tons	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
44	Asphalt Base II Shoulder Paving Surcharge - 201 to 500 Tons	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
45	Asphalt Base II Shoulder Paving Surcharge -	0.00000	TON	0.000000	0.00
	501+ Tons				

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
46	Asphalt Material for Tack Coat or Prime Material	0.00000	GL	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
12161804				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
47	Additional Heel-In Joints	0.00000	LF	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

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Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
48	Skip Paving Surcharge	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
49	Pavement Profiling/Milling-WVDOH Owns Millings 0-250 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
50	Pavement Profiling/Milling-WVDOH Owns Millings 251-500 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
51	Pavement Profiling/Milling-WVDOH Owns Millings 501-1000 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
52	Pavement Profiling/Milling-WVDOH Owns Millings 1001-2500 SY	0.00000	SY	0.000000	0.00

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Comm Code	Manufacturer	Specification	Model #	
72141100				

Extended Description:

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
53	Pavement Profiling/Milling-WVDOH Owns Millings 2501-5000 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
54	Pavement Profiling/Milling-WVDOH Owns Millings 5001+ SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
55	Pavement Profiling/Milling-Vendor Owns Millings 0-250 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
56	Pavement Profiling/Milling-Vendor Owns Millings 251-500 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
12161804				

Commodity Line Comments:

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
57	Pavement Profiling/Milling-Vendor Owns Millings 501-1000 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
58	Pavement Profiling/Milling-Vendor Owns Millings 1001-2500 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
59	Pavement Profiling/Milling-Vendor Owns Millings 2501-5000 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
60	Pavement Profiling/Milling-Vendor Owns Millings 5001+ SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
61	Mobilization - Pavement Profiling/Milling- Complete on ATT B	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24000000				

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Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
62	Haul of Profiled/Milled Cuttings & Fine Millings-First 10 Mi	0.00000	MILE	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
78120000				

Commodity Line Comments:

Extended Description:

\$0.00/NO CHARGE - THIS IS INCLUDED IN ITEMS #49-60 and #69-80. Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
63	Haul of Profiled/Milled Cuttings & Fine Milling Above 10 Mi	0.00000	MILE	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
78120000				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
64	Pavement Repair - Asphalt Base II	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
65	Asphalt HPTO - SP496 - PG 64E-22 ordered	0.00000	TON	0.000000	0.00
	400 Ton increments				

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
66	Non-Tracking Tack - to be used with Item#65	0.00000	GL	0.000000	0.00

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Comm Code	Manufacturer	Specification	Model #	
12161804				

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
67	Lay Down of Materials - to be used with #65 - 400+ Tons	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
68	Ultra-Thin Asphalt Overlay - SP498	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
69	Fine Milling -WVDOH Owns Millings 0 to 250	0.00000	SY	0.000000	0.00
	SY				

Comm Code	Manufacturer	Specification	Model #	
73181021				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
70	Fine Milling -WVDOH Owns Millings 251 to 500 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
73181021				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
71	Fine Milling -WVDOH Owns Millings 501 to 1000 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
73181021				

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
72	Fine Milling -WVDOH Owns Millings 1001 to 2500 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
73181021				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
73	Fine Milling -WVDOH Owns Millings 2501 to 5000 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
73181021				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
74	Fine Milling -WVDOH Owns Millings 5001 SY or Greater	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
73181021				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
75	Fine Milling- Vendor Owns Millings 0 to 250 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
73181021				

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Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
76	Fine Milling- Vendor Owns Millings 251 to 500 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
73181021				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
77	Fine Milling- Vendor Owns Millings 501 to 1000 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
73181021				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
78	Fine Milling- Vendor Owns Millings 1001 to 2500 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
73181021				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
79	Fine Milling- Vendor Owns Millings 2501 to 5000 SY	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
73181021				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
80	Fine Milling- Vendor Owns Millings 5000 SY or Greater	0.00000	SY	0.000000	0.00

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Comm Code	Manufacturer	Specification	Model #	
73181021				

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
81	Milled Rumble Strips	0.00000	LF	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
73181021				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
82	Mobilization - Milled Rumble Strips - Complete on ATT B	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24000000				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
83	Surcharge for Parking Lot and Facility Paving - Items #1-17	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
84	Cleaning and Sweeping	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
85	Maintaining Traffic - Pilot Truck and Driver	0.00000	DAY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
46161500				

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
86	Maintaining Traffic - Traffic Control Devices	0.00000	UNIT	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
46161500				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
87	Maintaining Traffic - Flagger	0.00000	HOUR	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
46161500				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
88	Maintaining Traffic - Arrow Board	0.00000	DAY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
46161500				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
89	Off-Season Plant Opening - First Day	0.00000	DAY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Date Printed: Oct 7, 2022 Page: 20 FORM ID: WV-PRC-SR-001 2020/05

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
90	Off-Season Plant Opening - Each Additional	0.00000	DAY	0.000000	0.00
	Day				

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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Vendor Name:	NLS Paving Inc.	
Vendor's Sourced Asphalt Plant(s):	Martins Ferry Plant	
	1601 North 1st Street	
	Martins Ferry Ohio 43935	

<u>Vendor Instructions:</u> Vendor shall mark with an "X" the counties that correspond with the Asphalt Plant(s) bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A and ATT B if different) for each county pricing set. Vendor must complete TWO (2) Pricing Pages (ATT A and ATT B) as well as TWO (2) Plant Information Forms (ATT C and ATT D) with bid. **Failure to include ATT A, ATT B, ATT C, and ATT D will result in the disqualification of the affected bid.**

District 1	District 2	? Di	istrict 3	Dis	strict 4	Dis	trict 5	Dis	strict 6	Di	strict 7	Dist	trict 8	Dis	trict 9	Dis	trict 10
Boone	Cab	ell	Calhoun		Doddridge		Berkeley	Х	Brooke		Barbour		Pendleton		Fayette		McDowel
Clay	Linc	oln	Jackson		Harrison		Grant	х	Hancock		Braxton		Pocahontas		Greenbrier		Mercer
Kanawha	Loga	ın	Pleasants		Marion		Hampshire	Х	Marshall		Gilmer		Randolph		Monroe		Raleigh
Mason	Ming	0	Ritchie		Monongalia		Hardy	х	Ohio		Lewis		Tucker		Nicholas		Wyoming
Putnam	Way	ne	Roane		Preston		Jefferson	Х	Tyler		Upshur		_		Summers		_
			Wirt		Taylor		Mineral	Х	Wetzel		Webster				-		
			Wood		•		Morgan		•	•	•						

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Asphalt Section 401 - Base I	TON	\$72.00
2	Asphalt Section 401 - 25mm Superpave	TON	\$71.50
3	Asphalt Section 401 - Base II	TON	\$70.00
4	Asphalt Section 401 - Patch and Level	TON	\$72.00
5	Asphalt Section 401 - Wearing IV	TON	\$73.00
6	Asphalt Section 402 - Wearing IV	TON	\$74.00
7	Asphalt Section 401 - 19mm Superpave	TON	\$73.00
8	Asphalt Section 401 - Scratch Course	TON	\$77.00
9	Asphalt Section 402 - 9.5mm Superpave	TON	\$81.00
10	Asphalt Section 401 - Wearing 1	TON	\$75.25
11	Asphalt Section 402 - Wearing 1	TON	\$92.50
12	Asphalt Section 401 - 4.75mm Superpave	TON	\$95.00
13	Asphalt Section 402 - 4.75mm Superpave	TON	\$97.00
14	Asphalt Section 401 - Wearing III	TON	\$87.00
15	Asphalt Section 402 - Wearing III	TON	\$98.00
16	Asphalt Section 401 - 12.5mm Superpave	TON	\$78.00
17	Asphalt Section 402 - 12.5mm Superpave	TON	\$83.00
18	Shoulder Stone Placement for Asphalt Section 307 - Class 10	TON	\$60.00
19	Shoulder Stone Mobilization - Complete on Attachment B (ATT B)	LUMP SUM	
20	Haul by Vendor Shoulder Stone Placement - First Ton Mile	MILE	\$2.40
21	Haul by Vendor Shoulder Stone Placement - Each Additional Mile	MILE	\$0.68
22	Surcharge for PG Binder - 64H minus 22	TON	\$10.50
23	Surcharge for PG Binder 64E minus 22 ordered in 400 Ton increments	TON	\$12.00
24	ESAL Surcharge - 3 million to 20 million ESALs	TON	\$0.00
25	ESAL Surcharge - Greater than 20 million ESALs	TON	\$0.00
26	Asphalt Haul by Vendor - First Ton Mile	MILE	\$2.40
27	Asphalt Haul by Vendor - Each Additional Mile	MILE	\$0.68
28	Laydown of Materials. Items #1-17 and #67, Each Site 0-100 Tons	TON	\$130.00
29	Laydown of Materials. Items #1-17 and #67, Each Site 101 to 200 Tons	TON	\$55.00
30	Laydown of Materials. Items #1-17 and #67, Each Site 201 to 500 Tons	TON	\$22.00
31	Laydown of Materials. Items #1-17 and #67, Each Site 501 Tons or Greater	TON	\$9.50
32	Mobilization - Daytime Paving - Complete on Attachment B (ATT B)	LUMP SUM	
33	Mobilization - Nighttime Paving - Complete on Attachment B (ATT B)	LUMP SUM	
34	Excavation for Shoulder Paving - 0 to 1000 Sq. Yards	SY	\$11.00
35	Excavation for Shoulder Paving - 1001 to 2000 Sq. Yards	SY	\$9.00
36	Excavation for Shoulder Paving - 2001 to 3000 Sq. Yards	SY	\$8.00

Vendor Name:	NLS Paving Inc.
Vendor's Sourced Asphalt Plant(s):	Martins Ferry Plant
	1601 North 1st Street
	Martins Ferry Ohio 43935

<u>Vendor Instructions:</u> Vendor shall mark with an "X" the counties that correspond with the Asphalt Plant(s) bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A and ATT B if different) for each county pricing set. Vendor must complete TWO (2) Pricing Pages (ATT A and ATT B) as well as TWO (2) Plant Information Forms (ATT C and ATT D) with bid. **Failure to include ATT A, ATT B, ATT C, and ATT D will result in the disqualification of the affected bid.**

I	District 1	Dis	strict 2	Dis	strict 3	Dis	trict 4	Dis	trict 5	Dis	strict 6	Di	istrict 7	Dist	rict 8	Dis	trict 9	Dis	strict 10
L	Boone		Cabell		Calhoun		Doddridge		Berkeley	Х	Brooke		Barbour		Pendleton		Fayette		McDowel
Γ	Clay		Lincoln		Jackson		Harrison		Grant	Х	Hancock		Braxton		Pocahontas		Greenbrier		Mercer
	Kanawha		Logan		Pleasants		Marion		Hampshire	Х	Marshall		Gilmer		Randolph		Monroe		Raleigh
	Mason		Mingo		Ritchie		Monongalia		Hardy	Х	Ohio		Lewis		Tucker		Nicholas		Wyoming
L	Putnam		Wayne		Roane		Preston		Jefferson	Х	Tyler		Upshur		_		Summers		-
					Wirt		Taylor		Mineral	Х	Wetzel		Webster						
					Wood	-	•		Morgan		•		•						

Contract Item #	Contract Item Description	Unit of Measure	List Price
37	Excavation for Shoulder Paving - 3001 Sq. Yards or Greater	SY	\$6.00
38	Asphalt Base I Shoulder Paving Surcharge - 0 to 100 Tons	TON	\$16.00
39	Asphalt Base I Shoulder Paving Surcharge - 101 to 200 Tons	TON	\$11.00
40	Asphalt Base I Shoulder Paving Surcharge - 201 to 500 Tons	TON	\$9.00
41	Asphalt Base I Shoulder Paving Surcharge - 501 Tons or Greater	TON	\$7.00
42	Asphalt Base II Shoulder Paving Surcharge - 0 to 100 Tons	TON	\$16.00
43	Asphalt Base II Shoulder Paving Surcharge - 101 to 200 Tons	TON	\$11.00
44	Asphalt Base II Shoulder Paving Surcharge - 201 to 500 Tons	TON	\$9.00
45	Asphalt Base II Shoulder Paving Surcharge - 501 Tons or Greater	TON	\$7.00
46	Asphalt Material for Tack Coat or Prime Material	GAL	\$3.00
47	Additional Heel-In Joints	LF	\$13.00
48	Skip Paving Surcharge	TON	\$6.00
49	Pavement Profiling/Milling-WVDOH Owns Millings 0 to 250 Sq. Yards	SY	\$28.00
50	Pavement Profiling/Milling-WVDOH Owns Millings 251 to 500 Sq. Yards	SY	\$20.00
51	Pavement Profiling/Milling-WVDOH Owns Millings 501 to 1000 Sq. Yards	SY	\$12.00
52	Pavement Profiling/Milling-WVDOH Owns Millings 1001 to 2500 Sq. Yards	SY	\$8.00
53	Pavement Profiling/Milling-WVDOH Owns Millings 2501 to 5000 Sq. Yards	SY	\$4.00
54	Pavement Profiling/Milling-WVDOH Owns Millings 5001 Sq. Yards or Greater	SY	\$2.50
55	Pavement Profiling/Milling-Vendor Owns Millings 0 to 250 Sq. Yards	SY	\$28.00
56	Pavement Profiling/Milling-Vendor Owns Millings 251 to 500 Sq. Yards	SY	\$20.00
57	Pavement Profiling/Milling-Vendor Owns Millings 501 to 1000 Sq. Yards	SY	\$12.00
58	Pavement Profiling/Milling-Vendor Owns Millings 1001 to 2500 Sq. Yards	SY	\$8.00
59	Pavement Profiling/Milling-Vendor Owns Millings 2501 to 5000 Sq. Yards	SY	\$4.00
60	Pavement Profiling/Milling-Vendor Owns Millings 5001 Sq. Yards or Greater	SY	\$2.50
61	Mobilization - Pavement Profiling/Milling - Complete on Attachment B (ATT B)	LUMP SUM	
62	Haul of Profiled/Milled Cuttings or Fine Millings, First 10 Miles (Included #49-60 and #69-80)	MILE	
63	Haul of Profiled/Milled Cuttings or Fine Millings, Each Additional Mile (Above 10 Miles)	LOADED MILE	\$0.68
64	Pavement Repair - Asphalt Base II	TON	\$350.00
65	Asphalt HPTO - SP496 - PG 64E-22 ordered 400 Ton increments	TON	
66	Non-Tracking Tack - to be used with #65	GAL	\$3.50
67	Lay Down of Materials - to be used with #65 - 400 Ton or Greater	TON	
68	Ultra-Thin Asphalt Overlay - SP498	TON	
69	Fine Milling -WVDOH Owns Millings 0 to 250 Sq. Yards	SY	\$30.00
70	Fine Milling -WVDOH Owns Millings 251 to 500 Sq. Yards	SY	\$26.00
71	Fine Milling -WVDOH Owns Millings 501 to 1000 Sq. Yards	SY	\$15.00

Vendor Name:	NLS Paving Inc.
Vendor's Sourced Asphalt Plant(s):	Martins Ferry Plant
	1601 North 1st Street
	Martins Ferry Ohio 43935

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

Contract Item #	Contract Item Description	Unit of Measure	List Price
72	Fine Milling -WVDOH Owns Millings 1001 to 2500 Sq. Yards	SY	\$11.00
73	Fine Milling -WVDOH Owns Millings 2501 to 5000 Sq. Yards	SY	\$5.75
74	Fine Milling -WVDOH Owns Millings 5001 SY or Greater	SY	\$3.75
75	Fine Milling- Vendor Owns Millings 0 to 250 Sq. Yards	SY	\$30.00
76	Fine Milling- Vendor Owns Millings 251 to 500 Sq. Yards	SY	\$26.00
77	Fine Milling- Vendor Owns Millings 501 to 1000 Sq. Yards	SY	\$15.00
78	Fine Milling- Vendor Owns Millings 1001 to 2500 Sq. Yards	SY	\$11.00
79	Fine Milling- Vendor Owns Millings 2501 to 5000 Sq. Yards	SY	\$5.75
80	Fine Milling- Vendor Owns Millings 5001 SY or Greater	SY	\$3.75
81	Milled Rumble Strips	LF	\$0.30
82	Mobilization - Milled Rumble Strips - Complete on Attachment B (ATT B)	LUMP SUM	
83	Surcharge for Parking Lot and Facility Paving - Items #1-17	TON	\$6.00
84	Cleaning and Sweeping	SY	\$0.12
85	Maintaining Traffic - Pilot Truck and Driver	DAY	\$785.00
86	Maintaining Traffic - Traffic Control Devices	UNIT	\$1.50
87	Maintaining Traffic - Flagger	HOUR	\$68.00
88	Maintaining Traffic - Arrow Board	DAY	\$30.00
89	Off-Season Plant Opening - First Day	DAY	\$6,000.00
90	Off-Season Plant Opening - Each Additional Day	DAY	\$1,200.00

Vendor Name:	NLS Paving Inc.
Vendor's Sourced Asphalt Plant(s):	Empire Plant
	1422 Co HWY 7F
	Toronto Ohio 43964

<u>Vendor Instructions:</u> Vendor shall mark with an "X" the counties that correspond with the Asphalt Plant(s) bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A and ATT B if different) for each county pricing set. Vendor must complete TWO (2) Pricing Pages (ATT A and ATT B) as well as TWO (2) Plant Information Forms (ATT C and ATT D) with bid. **Failure to include ATT A, ATT B, ATT C, and ATT D will result in the disqualification of the affected bid.**

District 1	District 2	? Di	istrict 3	Dis	strict 4	Dis	trict 5	Dis	strict 6	Di	strict 7	Dist	trict 8	Dis	trict 9	Dis	trict 10
Boone	Cab	ell	Calhoun		Doddridge		Berkeley	Х	Brooke		Barbour		Pendleton		Fayette		McDowel
Clay	Linc	oln	Jackson		Harrison		Grant	х	Hancock		Braxton		Pocahontas		Greenbrier		Mercer
Kanawha	Loga	ın	Pleasants		Marion		Hampshire	Х	Marshall		Gilmer		Randolph		Monroe		Raleigh
Mason	Ming	0	Ritchie		Monongalia		Hardy	х	Ohio		Lewis		Tucker		Nicholas		Wyoming
Putnam	Way	ne	Roane		Preston		Jefferson	Х	Tyler		Upshur		_		Summers		_
			Wirt		Taylor		Mineral	Х	Wetzel		Webster				-		
			Wood		•		Morgan		•	•	•						

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Asphalt Section 401 - Base I	TON	\$73.00
2	Asphalt Section 401 - 25mm Superpave	TON	\$75.00
3	Asphalt Section 401 - Base II	TON	\$75.00
4	Asphalt Section 401 - Patch and Level	TON	\$76.00
5	Asphalt Section 401 - Wearing IV	TON	\$78.00
6	Asphalt Section 402 - Wearing IV	TON	\$78.00
7	Asphalt Section 401 - 19mm Superpave	TON	\$80.00
8	Asphalt Section 401 - Scratch Course	TON	\$84.00
9	Asphalt Section 402 - 9.5mm Superpave	TON	\$84.00
10	Asphalt Section 401 - Wearing 1	TON	\$79.50
11	Asphalt Section 402 - Wearing 1	TON	\$96.00
12	Asphalt Section 401 - 4.75mm Superpave	TON	\$95.00
13	Asphalt Section 402 - 4.75mm Superpave	TON	
14	Asphalt Section 401 - Wearing III	TON	\$93.00
15	Asphalt Section 402 - Wearing III	TON	\$99.00
16	Asphalt Section 401 - 12.5mm Superpave	TON	\$83.00
17	Asphalt Section 402 - 12.5mm Superpave	TON	\$87.00
18	Shoulder Stone Placement for Asphalt Section 307 - Class 10	TON	\$78.00
19	Shoulder Stone Mobilization - Complete on Attachment B (ATT B)	LUMP SUM	
20	Haul by Vendor Shoulder Stone Placement - First Ton Mile	MILE	\$2.40
21	Haul by Vendor Shoulder Stone Placement - Each Additional Mile	MILE	\$0.68
22	Surcharge for PG Binder - 64H minus 22	TON	\$10.50
23	Surcharge for PG Binder 64E minus 22 ordered in 400 Ton increments	TON	\$12.00
24	ESAL Surcharge - 3 million to 20 million ESALs	TON	\$0.00
25	ESAL Surcharge - Greater than 20 million ESALs	TON	\$0.00
26	Asphalt Haul by Vendor - First Ton Mile	MILE	\$2.40
27	Asphalt Haul by Vendor - Each Additional Mile	MILE	\$0.68
28	Laydown of Materials. Items #1-17 and #67, Each Site 0-100 Tons	TON	\$130.00
29	Laydown of Materials. Items #1-17 and #67, Each Site 101 to 200 Tons	TON	\$55.00
30	Laydown of Materials. Items #1-17 and #67, Each Site 201 to 500 Tons	TON	\$22.00
31	Laydown of Materials. Items #1-17 and #67, Each Site 501 Tons or Greater	TON	\$9.50
32	Mobilization - Daytime Paving - Complete on Attachment B (ATT B)	LUMP SUM	
33	Mobilization - Nighttime Paving - Complete on Attachment B (ATT B)	LUMP SUM	
34	Excavation for Shoulder Paving - 0 to 1000 Sq. Yards	SY	\$11.00
35	Excavation for Shoulder Paving - 1001 to 2000 Sq. Yards	SY	\$9.00
36	Excavation for Shoulder Paving - 2001 to 3000 Sq. Yards	SY	\$8.00

Vendor Name:	NLS Paving Inc.	
Vendor's Sourced Asphalt Plant(s):	Empire Plant	
. , ,	1422 Co HWY 7F	_
	Toronto Ohio 43964	

<u>Vendor Instructions:</u> Vendor shall mark with an "X" the counties that correspond with the Asphalt Plant(s) bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A and ATT B if different) for each county pricing set. Vendor must complete TWO (2) Pricing Pages (ATT A and ATT B) as well as TWO (2) Plant Information Forms (ATT C and ATT D) with bid. **Failure to include ATT A, ATT B, ATT C, and ATT D will result in the disqualification of the affected bid.**

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

Contract Item #	Contract Item Description	Unit of Measure	List Price
37	Excavation for Shoulder Paving - 3001 Sq. Yards or Greater	SY	\$6.00
38	Asphalt Base I Shoulder Paving Surcharge - 0 to 100 Tons	TON	\$16.00
39	Asphalt Base I Shoulder Paving Surcharge - 101 to 200 Tons	TON	\$11.00
40	Asphalt Base I Shoulder Paving Surcharge - 201 to 500 Tons	TON	\$9.00
41	Asphalt Base I Shoulder Paving Surcharge - 501 Tons or Greater	TON	\$7.00
42	Asphalt Base II Shoulder Paving Surcharge - 0 to 100 Tons	TON	\$16.00
43	Asphalt Base II Shoulder Paving Surcharge - 101 to 200 Tons	TON	\$11.00
44	Asphalt Base II Shoulder Paving Surcharge - 201 to 500 Tons	TON	\$9.00
45	Asphalt Base II Shoulder Paving Surcharge - 501 Tons or Greater	TON	\$7.00
46	Asphalt Material for Tack Coat or Prime Material	GAL	\$3.00
47	Additional Heel-In Joints	LF	\$13.00
48	Skip Paving Surcharge	TON	\$6.00
49	Pavement Profiling/Milling-WVDOH Owns Millings 0 to 250 Sq. Yards	SY	\$28.00
50	Pavement Profiling/Milling-WVDOH Owns Millings 251 to 500 Sq. Yards	SY	\$20.00
51	Pavement Profiling/Milling-WVDOH Owns Millings 501 to 1000 Sq. Yards	SY	\$12.00
52	Pavement Profiling/Milling-WVDOH Owns Millings 1001 to 2500 Sq. Yards	SY	\$8.00
53	Pavement Profiling/Milling-WVDOH Owns Millings 2501 to 5000 Sq. Yards	SY	\$4.00
54	Pavement Profiling/Milling-WVDOH Owns Millings 5001 Sq. Yards or Greater	SY	\$2.50
55	Pavement Profiling/Milling-Vendor Owns Millings 0 to 250 Sq. Yards	SY	\$28.00
56	Pavement Profiling/Milling-Vendor Owns Millings 251 to 500 Sq. Yards	SY	\$20.00
57	Pavement Profiling/Milling-Vendor Owns Millings 501 to 1000 Sq. Yards	SY	\$12.00
58	Pavement Profiling/Milling-Vendor Owns Millings 1001 to 2500 Sq. Yards	SY	\$8.00
59	Pavement Profiling/Milling-Vendor Owns Millings 2501 to 5000 Sq. Yards	SY	\$4.00
60	Pavement Profiling/Milling-Vendor Owns Millings 5001 Sq. Yards or Greater	SY	\$2.50
61	Mobilization - Pavement Profiling/Milling - Complete on Attachment B (ATT B)	LUMP SUM	
62	Haul of Profiled/Milled Cuttings or Fine Millings, First 10 Miles (Included #49-60 and #69-80)	MILE	
63	Haul of Profiled/Milled Cuttings or Fine Millings, Each Additional Mile (Above 10 Miles)	LOADED MILE	\$0.68
64	Pavement Repair - Asphalt Base II	TON	\$350.00
65	Asphalt HPTO - SP496 - PG 64E-22 ordered 400 Ton increments	TON	
66	Non-Tracking Tack - to be used with #65	GAL	\$3.50
67	Lay Down of Materials - to be used with #65 - 400 Ton or Greater	TON	
68	Ultra-Thin Asphalt Overlay - SP498	TON	
69	Fine Milling -WVDOH Owns Millings 0 to 250 Sq. Yards	SY	\$30.00
70	Fine Milling -WVDOH Owns Millings 251 to 500 Sq. Yards	SY	\$26.00
71	Fine Milling -WVDOH Owns Millings 501 to 1000 Sq. Yards	SY	\$15.00

Vendor Name:	NLS Paving Inc.
Vendor's Sourced Asphalt Plant(s):	Empire Plant
	1422 Co HWY 7F
	Toronto Ohio 43964

<u>Vendor Instructions:</u> Vendor shall mark with an "X" the counties that correspond with the Asphalt Plant(s) bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A and ATT B if different) for each county pricing set. Vendor must complete TWO (2) Pricing Pages (ATT A and ATT B) as well as TWO (2) Plant Information Forms (ATT C and ATT D) with bid. **Failure to include ATT A, ATT B, ATT C, and ATT D will result in the disqualification of the affected bid.**

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

Contract Item #	Contract Item Description	Unit of Measure	List Price
72	Fine Milling -WVDOH Owns Millings 1001 to 2500 Sq. Yards	SY	\$11.00
73	Fine Milling -WVDOH Owns Millings 2501 to 5000 Sq. Yards	SY	\$5.75
74	Fine Milling -WVDOH Owns Millings 5001 SY or Greater	SY	\$3.75
75	Fine Milling- Vendor Owns Millings 0 to 250 Sq. Yards	SY	\$30.00
76	Fine Milling- Vendor Owns Millings 251 to 500 Sq. Yards	SY	\$26.00
77	Fine Milling- Vendor Owns Millings 501 to 1000 Sq. Yards	SY	\$15.00
78	Fine Milling- Vendor Owns Millings 1001 to 2500 Sq. Yards	SY	\$11.00
79	Fine Milling- Vendor Owns Millings 2501 to 5000 Sq. Yards	SY	\$5.75
80	Fine Milling- Vendor Owns Millings 5001 SY or Greater	SY	\$3.75
81	Milled Rumble Strips	LF	\$0.30
82	Mobilization - Milled Rumble Strips - Complete on Attachment B (ATT B)	LUMP SUM	
83	Surcharge for Parking Lot and Facility Paving - Items #1-17	TON	\$6.00
84	Cleaning and Sweeping	SY	\$0.12
85	Maintaining Traffic - Pilot Truck and Driver	DAY	\$785.00
86	Maintaining Traffic - Traffic Control Devices	UNIT	\$1.50
87	Maintaining Traffic - Flagger	HOUR	\$68.00
88	Maintaining Traffic - Arrow Board	DAY	\$30.00
89	Off-Season Plant Opening - First Day	DAY	\$6,000.00
90	Off-Season Plant Opening - Each Additional Day	DAY	\$1,200.00

<u>Vendor Instructions:</u> Vendor shall complete the Mobilization Pricing Pages by entering a bid price for the Contract Items below, to correspond with the Contract items on Pricing Pages - Attachment A (ATT A). Vendor must complete TWO (2) Pricing Pages (ATT A and ATT B) as well as TWO (2) Plant Information Forms (ATT C and ATT D) with bid. Failure to include ATT A, ATT B, ATT C, and ATT D will result in the disqualification of the affected bid.

Vendor Name: NLS Paving Inc

	County	Unit of Measure	Item 19, Mobilization Shoulder Stone	Item 32, Mobilization DAYTIME Paving	Item 33, Mobilization NIGHTTIME Paving	Item 61, Mobilization Pavement Profiling	Item 82, Mobilization Milled Rumble Strips
	Boone	LUMP SUM					
t 1	Clay	LUMP SUM					
District 1	Kanawha	LUMP SUM					
Dis	Mason	LUMP SUM					
	Putnam	LUMP SUM					
	Cabell	LUMP SUM					
t 2	Lincoln	LUMP SUM					
District 2	Logan	LUMP SUM					
Dis	Mingo	LUMP SUM					
	Wayne	LUMP SUM					
	Calhoun	LUMP SUM					
	Jackson	LUMP SUM					
t 3	Pleasants	LUMP SUM					
District	Ritchie	LUMP SUM					
Dis	Roane	LUMP SUM					
	Wirt	LUMP SUM					
	Wood	LUMP SUM					
	Doddridge	LUMP SUM					
L	Harrison	LUMP SUM					
District 4	Marion	LUMP SUM					
stri	Monongalia	LUMP SUM					
	Preston	LUMP SUM					
	Taylor	LUMP SUM					
	Berkeley	LUMP SUM					
	Grant	LUMP SUM					
5 1	Hampshire	LUMP SUM					
District 5	Hardy	LUMP SUM					
Dist	Jefferson	LUMP SUM					
	Mineral	LUMP SUM					
	Morgan	LUMP SUM					

Vendor Name: NLS Paving Inc

	County	Unit of Measure	Item 19, Mobilization Shoulder Stone	Item 32, Mobilization DAYTIME Paving	Item 33, Mobilization NIGHTTIME Paving	Item 61, Mobilization Pavement Profiling	Item 82, Mobilization Milled Rumble Strips
	Brooke	LUMP SUM	\$ 1,700.00	\$ 2,000.00	\$ 2,650.00	\$ 2,600.00	\$ 2,500.00
9	Hancock	LUMP SUM	\$ 1,700.00	\$ 2,000.00	\$ 2,650.00	\$ 2,600.00	\$ 2,500.00
	Marshall	LUMP SUM	\$ 1,700.00	\$ 2,000.00	\$ 2,650.00	\$ 2,600.00	\$ 2,500.00
District	Ohio	LUMP SUM	\$ 1,700.00	\$ 2,000.00	\$ 2,650.00	\$ 2,600.00	\$ 2,500.00
	Tyler	LUMP SUM	\$ 1,700.00	\$ 2,000.00	\$ 2,650.00	\$ 2,600.00	\$ 2,500.00
	Wetzel	LUMP SUM	\$ 1,700.00	\$ 2,000.00	\$ 2,650.00	\$ 2,600.00	\$ 2,500.00
	Barbour	LUMP SUM					
_	Braxton	LUMP SUM					
District 7	Gilmer	LUMP SUM					
istr	Lewis	LUMP SUM					
	Upshur	LUMP SUM					
	Webster	LUMP SUM					
8	Pendleton	LUMP SUM					
<u>:</u>	Pocahontas	LUMP SUM					
District	Randolph	LUMP SUM					
	Tucker	LUMP SUM					
	Fayette	LUMP SUM					
t.	Greenbrier	LUMP SUM					
District 9	Monroe	LUMP SUM					
Dis	Nicholas	LUMP SUM					
	Summers	LUMP SUM					
10	McDowell	LUMP SUM					
t 1	Mercer	LUMP SUM					
District	Raleigh	LUMP SUM					
Δ	Wyoming	LUMP SUM					

Asphalt Materials Delivery Labor by Vendor by County ATTACHMENT C - Asphalt Plants (ATT C)

Vendor Instructions: Vendor shall enter below the source ASPHALT Plant Names and Locations asphalt may be pulled from under this contract, and which are listed on Attachment A, including their 911 address. Vendor must list with each sourced Plant Name and Location listed the counties that plant will be used to service for this contract. Referece Section 7.2.2 for additional information. If additional space is needed to list additional plant locations, Vendor shall submit multiple Attachment C (ATT C) pages to ensure all plants are accounted for under this contract.

Vendor Name: NLS Paving Inc

7							
		Vendor's ASP	HALT Plant Locat		LAYDOWN serv	ices:	
Plant Name:				npire Plant			<u> </u>
Plant Location: _			1422 Co HWY	7F Toronto Ohi	o 43964		
		This plant ma	ay service the follo	owing counties o	under this contrac	ot:	
District 1 Distr	ict 2 District 3 Cabell Calhoun	District 4 Doddridge	District 5 Berkeley	District 6	District 7 Barbour	District 8 District 9 Pendleton Fayette	District 10 McDowell
Clay	incoln Jackson	Harrison	Grant	x Hancock	Braxton	Pocahontas Greenbrier	Mercer
. —	ogan Pleasants Mingo Ritchie	Marion Monongalia	Hampshire Hardy	x Marshall x Ohio	Gilmer Lewis	Randolph Monroe Tucker Nicholas	Raleigh Wyoming
. —	Wayne Roane	Preston	Jefferson	x Tyler	Upshur	Summers	wyoning
	Wirt	Taylor	Mineral	x Wetzel	Webster	<u>—</u>	
	Wood		Morgan				
		\/ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	HALT DI (I)		1 AV/D 014/N		
		Vendor's ASP	HALT Plant Locat	ion for use with	LAYDOWN serv	ices:	
Diam't Names			Morti	na Farmi Dlant			
Plant Name:				ns Ferry Plant			_
Plant Name: _ Plant Location: _			Martin 1601 N 1st Street				_
_				Martins Ferry C	Ohio 43935		<u>-</u>
_	ict 2 District 3		1601 N 1st Street	Martins Ferry C	Ohio 43935		 District 10
Plant Location: District 1 District	ict 2 District 3 Cabell Calhoun	This plant ma	1601 N 1st Street	Martins Ferry Cowing counties (Ohio 43935 under this contrac	ot:	District 10
Plant Location: District 1 District 1 District 1		This plant ma	1601 N 1st Street ay service the follon District 5	Martins Ferry Cowing counties of District 6	Ohio 43935 under this contract District 7	ct: District 8 District 9	
Plant Location: District 1 Distr Boone Clay L	Cabell Calhoun	This plant ma District 4 Doddridge Harrison	1601 N 1st Street ay service the follo District 5 Berkeley	Martins Ferry Cowing counties of District 6 X Brooke X Hancock	Dhio 43935 under this contract District 7 Barbour	ct: District 8 District 9 Pendleton Fayette	McDowell
Plant Location: District 1 District 1 Boone Clay Kanawha L	Cabell Calhoun Lincoln Jackson	This plant ma District 4 Doddridge Harrison	ay service the followard for t	Martins Ferry Cowing counties of District 6 X Brooke X Hancock	Dhio 43935 under this contract District 7 Barbour Braxton	ct: District 8 District 9 Pendleton Fayette Pocahontas Greenbrier	McDowell Mercer
Plant Location: District 1 District 1 Boone Clay L Kanawha L Mason N	Cabell Calhoun Lincoln Jackson Logan Pleasants	This plant ma District 4 Doddridge Harrison Marion	ay service the followard for t	Martins Ferry Cowing counties of District 6 X Brooke X Hancock X Marshall	Dhio 43935 under this contract District 7 Barbour Braxton Gilmer Lewis Upshur	District 8 District 9 Pendleton Fayette Pocahontas Greenbrier Randolph Monroe	McDowell Mercer Raleigh
Plant Location: District 1 District 1 Boone Clay L Kanawha L Mason N	Cabell Calhoun Lincoln Jackson Logan Pleasants Mingo Ritchie Wayne Roane Wirt	This plant ma District 4 Doddridge Harrison Marion Monongalia	ay service the followay servic	Martins Ferry Cowing counties of District 6 X Brooke X Hancock X Marshall X Ohio	Dhio 43935 under this contract District 7 Barbour Braxton Gilmer Lewis	District 8 Pendleton Pocahontas Randolph Tucker District 9 Fayette Greenbrier Monroe Nicholas	McDowell Mercer Raleigh
Plant Location: District 1 District 1 Boone Clay L Kanawha L Mason N	Cabell Calhoun Lincoln Jackson Logan Pleasants Mingo Ritchie Nayne Roane	This plant ma District 4 Doddridge Harrison Marion Monongalia Preston	ay service the followay servic	Martins Ferry Cowing counties of District 6 X Brooke X Hancock X Marshall X Ohio X Tyler	Dhio 43935 under this contract District 7 Barbour Braxton Gilmer Lewis Upshur	District 8 Pendleton Pocahontas Randolph Tucker District 9 Fayette Greenbrier Monroe Nicholas	McDowell Mercer Raleigh

ATT C -Asphalt Plants (Laydown) Page ____ of ____ 2023 6623C0001

Asphalt Materials Delivery Labor by Vendor by County ATTACHMENT D - Shoulder Stone Plants (ATT D)

Vendor Instructions: Vendor shall enter below the sourced STONE Plant Names and Locations stone may be pulled from under this contract, including their 911 address(es). Vendor must list with each sourced Plant Name and Location listed the counties that plant will be used to service for this contract. Reference Section 7.2.2 for additional information. **If additional space is needed to list additional plant locations, Vendor shall submit multiple Attachment D (ATT D) pages to ensure all plants are accounted for under this contract.**

Vendor Name: NLS Paving Inc.

P			
	Vendor's SHOULD	ER STONE Plant Location for use with LAYDOWN services:	
Plant Name:		Pheonix Services	
Plant Location:		900 Pennsylvania Ave Wierton WV 26062	
	This plant ma	ay service the following counties under this contract:	
District 1 District 2	District 3 District 4	District 5 District 6 District 7 District 8 District 9	District 10
Boone Cabell	Calhoun Doddridge	Berkeley X Brooke Barbour Pendleton Fayette	McDowell
Clay Lincoln	Jackson Harrison	Grant x Hancock Braxton Pocahontas Greenbe	
Kanawha Logan Mason Mingo	Pleasants Marion Ritchie Monongalia	Hampshire x Marshall Gilmer Randolph Monroe Hardy x Ohio Lewis Tucker Nicholas	Raleigh Wyoming
Putnam Wayne	Roane Preston	Jefferson x Tyler Upshur Summe	
	Wirt Taylor	Mineral x Wetzel Webster	
	Wood	Morgan	
	Vendor's SHOULD	ER STONE Plant Location for use with LAYDOWN services:	
Plant Name:		National Lime and Stone Martins Ferry	
Plant Location:		1601 N 1st Street Martins Ferry Ohio 43935	
	This plant m	ay service the following counties under this contract:	
District 1 District 2	District 3 District 4	District 5 District 6 District 7 District 8 District 9	District 10
Boone Cabell	Calhoun Doddridge	Berkeley X Brooke Barbour Pendleton Fayette	McDowell
Clay Lincoln	Jackson Harrison	Grant x Hancock Braxton Pocahontas Greenbi	ier Mercer
Kanawha Logan	Pleasants Marion	Hampshire x Marshall Gilmer Randolph Monroe	Raleigh
Mason Mingo	Ritchie Monongalia	Hardy x Ohio Lewis Tucker Nicholas	—
Putnam Wayne	Roane Preston	Jefferson x Tyler Upshur Summe	Ш, ,
	Wirt Taylor	Mineral x Wetzel Webster	-
	Wood	Morgan	
		~	



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

Proc Folder:

1091656

Doc Description: Addendum 2: Asphalt Materials, Delivery & Labor by Vendor Co

Reason for Modification:

Addendum 2

Proc Type:

Agency Master Agreement

Date Issued

Solicitation Closes

Solicitation No

Version

2022-10-04

2022-10-06 14:30

ARFQ 0803 DOT2300000017

3

BID RECEIVING LOCATION

BUDGET & PROCUREMENT

DIVISION OF HIGHWAYS

BLDG 5, RM A-260

1900 KANAWHA BLVD E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name: NLS Paving Inc

Address: 67925

Street: Bayberry Dr

City: St. Clairsuille

State : OH

Country: USA

Zip: 4395 0

Principal Contact: Rick Oberdick

Vendor Contact Phone: 740-635-4335

Extension:

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith 304-414-6859

dusty.j.smith@wv.gov

Vendor

Signature X

FEIN# 463868688

DATE

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

Date Printed:

Oct 4, 2022

Page 1

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

ADDITIONAL INFORMATION

THIS CONTRACT WILL REPLACE CONTRACTS THAT EXPIRE 12/31/22

ADDENDUM 1: TO ATTACH THE FOLLOWING

- 1. TO ATTACHED THE RESPONSES TO THE QUESTIONS
 - 2. TO ATTACHED THE NEW SPECIFICATIONS

NO OTHER CHANGES

THIS CONTRACT WILL REPLACE CONTRACTS THAT EXPIRE 12/31/22

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY OR	RDER	AS INDICATED BY ORDER	
No City US	WV	No City WV	,

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Asphalt Section 401 - Base I	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600		•		

Extended Description:

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Asphalt Section 401 - 25mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Asphalt Section 401 - Base II	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Asphalt Section 401 - Patch and Level	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Asphalt Section 401 - Wearing IV	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Asphalt Section 402 - Wearing IV	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Asphalt Section 401 - 19mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

INVOICE TO		SHIP TO		
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		
No City US	WV	No City V	W	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Asphalt Section 401 - Scratch Course	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Asphalt Section 402 - 9.5mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		SHIP TO		11 Sec. 11 Si
		LOCATIONS	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Asphalt Section 401 - Wearing 1	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Asphalt Section 402 - Wearing 1	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Asphalt Section 401 - 4.75mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Asphalt Section 402 - 4.75mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600		•		

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Asphalt Section 401 - Wearing III	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO		The said
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Asphalt Section 402 - Wearing III	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Asphalt Section 401 - 12.5mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO		
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		
No City US	WV	No City W	V	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Asphalt Section 402 - 12.5mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Shoulder Stone Placement for Asphalt Section 307 - Class 10	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30111800				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO		
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		
No City US	WV	No City W	V	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Shoulder Stone Mobilization - Complete on ATT B	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
24000000				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Haul by Vendor Shoulder Stone Placement - First Ton Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #	
78120000				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	THE RESERVE	BUV BRID	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORD			
No City US	WV	No City US	WV		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Haul by Vendor Shoulder Stone Placement - Each Add'l Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #	
78120000				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Surcharge for PG Binder - 64H minus 22	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
12161804				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Surcharge for PG Binder 64E minus 22 ordered in 400 Ton incr	0.00000	TON	_	

Comm Code	Manufacturer	Specification	Model #	
12161804				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	ESAL Surcharge - 3 million to 20 million ESALs	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	ESAL Surcharge - Greater than 20 million ESALs	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Asphalt Haul by Vendor - First Ton Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #	
78120000				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Asphalt Haul by Vendor - Each Additional Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #	
78120000				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Laydown of Materials. Items #1-17 and #67, Ea Site 0-100T	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Laydown of Materials. Items #1-17 and #67, Ea Site 101-200T	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Extended Description:

INVOICE TO		SHIP TO		N-S
VARIOUS AGENCY LOCATIONS AS INDICATED BY		VARIOUS AGENCY LOCATIONS AS INDICATED BY		
No City US	WV	No City	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Laydown of Materials. Items #1-17 and #67, Ea Site 201-500T	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Laydown of Materials. Items #1-17 and #67, Ea Site 501+ Tons	0.00000	TON		

Manufacturer	Specification	Model #	
	Manufacturer	Manufacturer Specification	Manufacturer Specification Model #

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Mobilization - Daytime Paving - Complete on ATT B	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
24000000	:			

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Mobilization - Nighttime Paving - Complete on ATT B	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
24000000				

Extended Description:

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Excavation for Shoulder Paving - 0 to 1000 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
72141505		-		

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Excavation for Shoulder Paving - 1001 to 2000 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
72141505				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Excavation for Shoulder Paving - 2001 to 3000 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
72141505				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Excavation for Shoulder Paving - 3001 SY or Greater	0.00000	SY		

Manufacturer	Specification	Model #	
	·		
	Manufacturer	Manufacturer Specification	Manufacturer Specification Model #

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Asphalt Base I Shoulder Paving Surcharge - 0 to 100 Tons	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Asphalt Base I Shoulder Paving Surcharge - 101 to 200 Tons	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	Asphalt Base I Shoulder Paving Surcharge - 201 to 500 Tons	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
41	Asphalt Base I Shoulder Paving Surcharge - 501 Tons or Great	0.00000	TON		

Manufacturer	Specification	Model #	
	Manufacturer	Manufacturer Specification	Manufacturer Specification Model #

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
42	Asphalt Base II Shoulder Paving Surcharge - 0 to 100 Tons	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
43	Asphalt Base II Shoulder Paving Surcharge - 101 to 200 Tons	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141100		-		

Extended Description:

INVOICE TO		SHIP TO		11, 1, 2
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY OR		
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
44	Asphalt Base II Shoulder Paving Surcharge - 201 to 500 Tons	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
45	Asphalt Base II Shoulder Paving Surcharge - 501+ Tons	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141100				
2141100				

Extended Description:

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY C	PRDER
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
46	Asphalt Material for Tack Coat or Prime Material	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #	
12161804				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City W	V

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
47	Additional Heel-In Joints	0.00000	LF		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Extended Description:

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
48	Skip Paving Surcharge	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141100		<u>.</u>		

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
49	Pavement Profiling/Milling-WVDOH Owns Millings 0-250 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
50	Pavement Profiling/Milling-WVDOH Owns Millings 251-500 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO		UE 1130
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
51	Pavement Profiling/Milling-WVDOH Owns Millings 501-1000 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
52	Pavement Profiling/Milling-WVDOH Owns Millings 1001-2500 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
53	Pavement Profiling/Milling-WVDOH Owns Millings 2501-5000 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Extended Description:

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		
No City US	WV	No City	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
54	Pavement Profiling/Milling-WVDOH Owns Millings 5001+ SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
55	Pavement Profiling/Milling-Vendor Owns Millings 0-250 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Extended Description:

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
56	Pavement Profiling/Milling-Vendor Owns Millings 251-500 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
12161804				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
57	Pavement Profiling/Milling-Vendor Owns Millings 501-1000 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
58	Pavement Profiling/Milling-Vendor Owns Millings 1001-2500 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
59	Pavement Profiling/Milling-Vendor Owns Millings 2501-5000 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Extended Description:

INVOICE TO VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		SHIP TO		
		VARIOUS AGENCY LOCATIONS AS INDICATED BY OR	DER	
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
60	Pavement Profiling/Milling-Vendor Owns Millings 5001+ SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
61	Mobilization - Pavement Profiling/Milling- Complete on ATT B	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
24000000				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
62	Haul of Profiled/Milled Cuttings & Fine Milling First 10 Mi	s- 0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #	
78120000				

\$0.00/NO CHARGE - THIS IS INCLUDED IN ITEMS #49-60 and #69-80. Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	HOLE REPORTED BY THE
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
63	Haul of Profiled/Milled Cuttings & Fine Milling Above 10 Mi	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #	
78120000				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
64	Pavement Repair - Asphalt Base II	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
65	Asphalt HPTO - SP496 - PG 64E-22 ordered 400 Ton increments	0.00000	TON		

Manufacturer	Specification	Model #	
	-		
	Manufacturer	Manufacturer Specification	Manufacturer Specification Model #

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
66	Non-Tracking Tack - to be used with Item#65	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #	
12161804		-		

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
67	Lay Down of Materials - to be used with #65 - 400+ Tons	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141100		-		

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
68	Ultra-Thin Asphalt Overlay - SP498	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
69	Fine Milling -WVDOH Owns Millings 0 to 250 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
73181021				

Extended Description:

INVOICE TO		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		V43()
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				
No City US	WV	No City	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
70	Fine Milling -WVDOH Owns Millings 251 to 500 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
73181021				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
71	Fine Milling -WVDOH Owns Millings 501 to 1000 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
73181021				

Extended Description:

INVOICE TO		SHIP TO		le it
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
72	Fine Milling -WVDOH Owns Millings 1001 to 2500 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
73181021				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	Stranger to a Stu
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
73	Fine Milling -WVDOH Owns Millings 2501 to 5000 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
73181021				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
74	Fine Milling -WVDOH Owns Millings 5001 SY or Greater	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
73181021				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
75	Fine Milling- Vendor Owns Millings 0 to 25	0 SY 0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
73181021		-		

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
76	Fine Milling- Vendor Owns Millings 251 to 500 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
73181021				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO		The second
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS		
AS INDICATED BY O	RDER	AS INDICATED BY	ORDER	
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
77	Fine Milling- Vendor Owns Millings 501 to 1000 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
73181021				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
78	Fine Milling- Vendor Owns Millings 1001 to 2500 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
73181021				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
79	Fine Milling- Vendor Owns Millings 2501 to 5000 SY	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
73181021				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
80	Fine Milling- Vendor Owns Millings 5000 SY or Greater	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
73181021				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
81	Milled Rumble Strips	0.00000	LF		

Comm Code	Manufacturer	Specification	Model #	
73181021				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
82	Mobilization - Milled Rumble Strips - Complete on ATT B	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
24000000				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
83	Surcharge for Parking Lot and Facility Paving - Items #1-17	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

INVOICE TO		SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDE			
No City US	WV	No City US	WV		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
84	Cleaning and Sweeping	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	
72141100				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS	,	VARIOUS AGENCY LOCATIONS	
AS INDICATED BY	ORDER	AS INDICATED BY ORDER	
No City US	WV	No City \	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
85	Maintaining Traffic - Pilot Truck and Driver	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #	
46161500				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
86	Maintaining Traffic - Traffic Control Devices	0.00000	UNIT		

Comm Code	Manufacturer	Specification	Model #	
46161500				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER	≺	AS INDICATED BY ORDER	₹
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
87	Maintaining Traffic - Flagger	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
46161500				

Extended Description:

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS	1	VARIOUS AGENCY LOCATIONS	
AS INDICATED BY	ORDER	AS INDICATED BY ORDER	
No City	WV	No City W	V
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
88	Maintaining Traffic - Arrow Board	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #	
46161500				

Vendor shall use the ATT A and ATT B (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY OR	DER	AS INDICATED BY ORDER	
No City US	WV	No City WV US	,

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
89	Off-Season Plant Opening - First Day	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY C		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City V	W

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
90	Off-Season Plant Opening - Each Additional Day	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #	
30121600				

SCHEDUI	SCHEDULE OF EVENTS					
<u>Line</u>	Event	Event Date				
1	Technical Questions due at 10am	2022-09-28				

	Document Phase	Document Description	Page 48
DOT2300000017	Final	Addendum 1: Asphalt Materials, Delivery & Labor by Vendor Co	

SOLICITATION NUMBER: ARFQ DOT2300000017 Addendum Number: 1

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

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

Description of Modification to Solicitation:

ADDENDUM 1: TO ATTACH THE FOLLOWING

- 1. TO ATTACHED THE RESPONSES TO THE QUESTIONS
- 2. TO ATTACHED THE NEW SPECIFICATIONS

NO OTHER CHANGES

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

Terms and Conditions:

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

ATTACHMENT A

Solicitation Number #DOT2300000005 (Asphalt Mat, Del & Labor by Vendor)

Responses to Questions from Vendors

Question 1:

I believe there is need for clarification on the Mobilization for Profiling/Milling (Item 61) or possibly an additional item added for Fine Milling... Item 61 as described in Section 3.3.13.2 is only applicable to contract Items 49-60, however there also needs to be a mobilization items that corresponds to the "fine Milling" contract item 69-80. Items 69-80 would still require the contractor to mobilize their equipment to the job site however the contract seems to lack the language to enable a payment method for such mobilization.

This maybe the intention of the last sentence "Vendor shall provide pricing inclusive of laydown services" in section 3.3.20, however this sentence is unclear on its intention as there is no "Laydown services" in Fine Milling... is this to mean mobilization? If the intention is to include Mobilization incidental to the Fine Milling this may need to be clarified, also industry would like to see a separate Mobilization item for fine milling as to not inflate the item cost for milling, this we feel would also benefit the DOH, as to get the most accurate costs.

Answer 1

It is not our intention for Fine Milling to not have a separate mobilization Contract Item. Per Standard Spec 415.1.2, Fine Milling "shall be used when the Division intends to overlay the milled surface with a thin lift asphalt course, or as otherwise shown on the plans." When Fine Milling is requested, it should be in conjunction with some laydown service. The laydown services qualify for mobilization for the vendor to deploy all their necessary equipment and personnel to the project site. It is not our intention to pay Fine Milling mobilization separate as they should already be mobilizing for the laydown portion of the project.

Question 2:

Could the DOH's explain their intent of Section 3.3.4 ESAL Surcharge, Contract Items 24 and 25? It is slightly confusing as written... people are calling me for an explanation, and I think it needs to be addressed globally to all bidders.

I think the hold up is how it is written... really it should be stated in regard that dolomite needs to be replaced with a secondary aggregate in 402 items that have higher ESAL counts than 3million...The producers are never required to use Dolomite, however the produces are limited on how much dolomite they are allowed to use when ESAL counts exceed 3million. At 3 million EASLs the specifications call out that Dolomite may be used at 100% of the coarse fraction. However, at >3million EASLS Dolomite is only allowed to be used at 50% by weight of the coarse aggregate and other potentially more expensive stone would have to be utilized.

Answer 2:

Thank you for bringing this to our attention. We have revised the Contract Specifications, to be included with this addendum, in Section 3.3.4 in the Asphalt Materials, Delivery & Labor by Vendor by County solicitation, to the following language:

ESAL Surcharge, Contract Items 24 and 25, is a surcharge to compensate Vendor for supplying other necessary aggregates or mix types when the asphalt design mix requires an ESAL rating of 3 million or greater. Mixes requiring less than 3 million ESAL's do not qualify for this surcharge.

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

3. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed 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.

3A. BID SUBMISSION

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

SEALED BID: ASHALT MATERIALS, DELIVERY & LABOR BY VENDOR BY COUNTY

BUYER: DUSTY SMITH

SOLICITATION NO.: ARFQ DOT2300000017 BID OPENING DATE: OCTOBER 6TH, 2022

BID OPENING TIME: 2:30PM FAX NUMBER: 304-558-0047

- **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. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

- This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.
- 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, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- 10A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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 wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.
- 13. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director 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."
- **14. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."
- 15. 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.

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

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

GENERAL TERMS AND CONDITIONS: (Agency Delegated Procurements Only)

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- **2.1. "Agency"** or "**Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- **2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- **2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- **2.6. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.
- **2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- **2.9. "Vendor"** or "**Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
✓ Term Contract
Initial Contract Term: This Contract becomes effective on JANUARY 1, 2023 and the initial contract term extends until 1 YEAR
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered 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. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that
the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.
Alternate Renewal Term – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.
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 within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for year(s) thereafter.
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract
cover page containing the signatures of the State Agency (or another page identified as), and continues until the project for which the
vendor is providing oversight is complete.
Other: See attached.
4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.
5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
Construction: This Contract is for construction activity more fully defined in the specifications.
6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency

to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items Agency by the Vendor as specified below.	s checked below must be provided to the
LICENSE(S) / CERTIFICATIONS / PERM under the Section of the General Terms and Cond successful Vendor shall furnish proof of the follow permits upon request and in a form acceptable to after contract award at the State's sole discretion.	ditions entitled Licensing, the apparent owing licenses, certifications, and/or the State. The request may be prior to or
✓ West Virginia Contractor's License	

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:	
Commercial General Liability Insurance in at least an ar \$1,000,000.00 per occurrence.	mount of:
Automobile Liability Insurance in at least an amount of: occurrence.	\$1,000,000.00 per
Professional/Malpractice/Errors and Omission Insurance per occurrence. Notwithstanding required to list the State as an additional insured for this type of the state as an additional insured for the state of the state as an additional insured for the state of the s	ng the forgoing. Vendor's are no
Commercial Crime and Third Party Fidelity Insurance per occurrence.	in an amount of:
Cyber Liability Insurance in an amount of:	per occurrence.
☐ Builders Risk Insurance in an amount equal to 100% of the	ne amount of the Contract.
Pollution Insurance in an amount of:	per occurrence.
Pollution Insurance in an amount of:	

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

10. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:
for
Liquidated Damages Contained in the Specifications.
Liquidated Damages Are Not Included in this Contract.
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature pa

- 11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- 13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
- 14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
- 15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- **16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

- 17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 18. CANCELLATION: The State 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 Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- 19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 20. 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.
- **20A. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
- 21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.
- **22. 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.
- 23. 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.
- 24. 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.

- 25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 26. 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.
- 27. 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.
- **28. 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.
- 29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.
- 30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

- 31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.
- 32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.
- **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: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to an y person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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 in the statute cited above unless the debt or employer default is permitted under the statute.
- 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 and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.
- **39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- **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.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 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. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
- **43. VOID CONTRACT CLAUSES** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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

Rich Oberdick Estimator (Printed Name and Title) 67975 Bayberry Dr St. Clairsville OH 43950 (Address)
(Printed Name and Title)
67975 Bauberry Dr St. Clairwille AH 43950
(Address)
740-635-4335 740-296-5311
(Phone Number) / (Fax Number)
roberdick @NLS Paving. com
(E-mail address)
(=
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.
By signing below, I further certify that I understand this Contract is subject to the
provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract
clauses that violate State law.
A(I < D)
NLS Paving Inc
(Company)
1/1/2/21
Julial & Heil
(Signature of Authorized Representative)
Richard H Oberdick Estmator
(Printed Name and Title of Authorized Representative)
10/5/2022
(Date)
7/19-125 11275 201
740-635-4335 740-296-5311
(Phone Number) (Fax Number)

Revised 09/12/2022

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 to include materials, delivery, and labor by the Vendor to WVDOH project sites.
- 2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 "ADO" or Agency "Delivery Order" A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
 - 2.2 "Approved Source," "Approved Plant," "Approved Product," or "Approved Vendor" Terms which refers to the Approved Product Lists (APL) of certified manufacturers and/or products that meet acceptable levels of quality as determined by WVDOH Materials Control, Soils and Testing Division (MCS&T). These lists are updated periodically, and it is the Vendors responsibility to refer to the MCS&T website to ensure compliance.
 https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.
 - 2.3 "Asphalt", "Hot Mix Asphalt" and "HMA" Terms used interchangeably for asphalt.
 - **2.4** "Contract Item" or "Contract Item(s)" Contract Items are identified in Section 3 of this Solicitation.
 - 2.5 "Contractor" or "Vendor" interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to 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.
 - 2.6 "Emergency Work"- means work which is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a representative of the WVDOH.

- **2.7** "ESAL" means equivalent single axle load. ESAL establishes a damage relationship for comparing the effects of axles carrying different loads.
- 2.8 "FOB" or "Free on Board" indicates that the price for goods includes delivery at the Vendor's expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
- 2.9 "HPTO" High Performance Thin Overlay.
- 2.10 "Liquidated Damages" monetary compensation due from the Vendor in the event the Vendor's performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 10.4.1 of these Specifications.
- 2.11 "MCS&T" 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.
- 2.12 "MP" Material Procedures, as amended, issued by the WVDOH Materials Control, Soils and Testing Division. The MP numbers references throughout these Contract Specifications are available by MP number at: https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx
- **2.13** "PG" Performance Grade.
- 2.14 "Plant Information Form" and "Information Form" Mandatory forms which the Vendor must complete and submit with their bid to identify each of the Vendor's sourced Plants. Vendor shall provide Plant name, location, and counties served for each Plant sourced for asphalt and/or stone Materials associated with this contract's Pricing Pages. Plant Information forms are mandatory and must accompany their respective Pricing Pages and be submitted at the time of bid. This Solicitation requires a minimum of TWO (2) Plant Information Forms: Attachment C Asphalt Plant Information Form (ATT C) and Attachment D Stone Plant Information Form (ATT D).
- 2.15 "Pricing Pages" The schedule of prices attached hereto as Attachment A
 Pricing Pages (ATT A) and Attachment B Mobilization Pricing Pages (ATT

B) which are used to evaluate the Solicitation responses. There are TWO (2) sets of Pricing Pages.

NOTE: Vendor's Pricing Pages shall accompany and correspond with Vendor's Plant Information forms.

- 2.16 "RAP" Reclaimed Asphalt Pavement.
- **2.17** "Solicitation" means the official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
- 2.18 "SP" WVDOH Special Provision.
- 2.19 "Standard Specs" used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.20 "WVDOH" or "Agency"—means the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

Standard Specifications Roads and Bridges: The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Materials, equipment, and performance of this contract shall conform, but is not limited to, the requirements of Sections 307, 401, 402, 408, 415, and 636, as amended.

A hard copy of the current Standard Specs may be purchased by using the <u>Standard Specifications Order Form</u>. The completed form should be submitted by email to <u>DOTSpecifications@wv.gov</u> or mailed to:

West Virginia Division of Highways Technical Support Division 1334 Smith Street Charleston, West Virginia 25301

A free electronic copy of the Standard Specs may be obtained by sourcing: http://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx

- **3.2 Documentation to be Included with the Bid:** The Vendor should carefully read the entire solicitation invitation. The Vendor should include as part of their bid response:
 - Certification and Signature Page
 - Addendum Acknowledgement Form
 - Valid West Virginia Contractor's License, if applicable.
 - Contract Manager Page
 - Valid Certificate of Insurance; and,
 - Any other required forms or supporting information as described herein.

Omitting any required forms, attachments, or documentation as described throughout this contract could deem a bid non-responsive and result in the disqualification of the Vendor's bid response.

3.3 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.

NOTE: Materials and Laydown services must be bid by a single vendor to be considered for contract award. Bid responses received for materials only or for laydown services only will be disqualified. WVDOH will not coordinate the ordering and payment of material and laydown services with separate vendors.

3.3.1 Asphalt Materials:

Contract Items 1 through 17 are considered Asphalt 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. All materials used on this contract shall be from WVDOH Approved Sources/Plants, as amended.

3.3.2 Shoulder Stone:

3.3.2.1 Shoulder Stone Placement, Section 307, Class 10, Contract Item 18, shall meet the requirements of the Standard Detail for Shoulder Reconstruction and Restoring Shoulders for Guardrail, shown in Exhibit 1 (EXH 1) or as directed by the Delivery Order and the WVDOH District Engineer or their designee and shall be bid per ton. Shoulder Stone Placement and Stone will be paid as Contract Item 18.

All labor, equipment, and material to complete Item 18 "Shoulder Stone Placement for Asphalt Section 307-Class 10" shall be included in the unit bid price. Any traffic control required shall be charged separately per Section 3.3.24 of these Contract Specifications and identified accordingly as Contract Items 85 through 88.

3.3.2.2 Haul by Vendor – Stone, Contract Items 20 and 21, is the distance over suitable routes selected by the WVDOH District Engineer or their designee using the allowed haul costs that will provide the lowest total cost to the WVDOH and shall be measured from the Vendor's Stone plant location, which shall be identified by the Vendor on Attachment D Stone Plant Information Form (ATT D), to the WVDOH's mid-point of the project.

Both in-state and out-of-state delivery route mileage will be calculated by the WVDOH, using the shortest route, by utilizing "Google Earth" or a similar source for routing from the Vendor's plant location to the WVDOH mid-point of the project location. 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.

- 3.3.2.3 Shoulder Stone Mobilization, Contract Item 19, is to compensate Vendor for Mobilization of Shoulder Stone for Placement and shall be priced on Attachment B Mobilization Pricing Pages (ATT B) which shall correspond with Vendor's Attachment D Stone Plant Information Form (ATT D). Information Form includes counties sourced for Stone.
- 3.3.3 Performance Grade Binders, Contract Items 22 and 23, is a surcharge to compensate Vendor for supplying asphalt when the referenced binder is substituted for the standard binder.
- 3.3.4 ESAL Surcharge, Contract Items 24 and 25, is a surcharge to compensate Vendor for supplying other necessary aggregates or mix types when the asphalt design mix requires an ESAL rating of 3 million or greater. Mixes requiring less than 3 million ESAL's do not qualify for this surcharge.
- 3.3.5 Haul by Vendor Asphalt, Contract Item 26 and 27, is the distance over suitable routes selected by the WVDOH District Engineer or their designee 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 Attachment C Asphalt Plant Information Form (ATT C) to the WVDOH's mid-point of the project.

Both in-state and out-of-state delivery route mileage will be calculated by the WVDOH, using the shortest route, by utilizing "Google Earth" or a similar source for routing from the Vendor's plant location to the WVDOH mid-point of the project location. 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. Haul by Vendor will only be requested in *combination* with other awarded items.

- 3.3.6 Laydown of Materials, Contract Items 28 through 31, shall provide Laydown services for Materials (Contract Items 1 through 17). Laydown shall be provided by the Vendor at projects designated by the WVDOH District Engineer or their designee.
 - 3.3.6.1 Safety Edge TM: As per the Standard Spec Sections 410.10.2 and 401.10.6, and Safety Edge Design Directive 650, Exhibit 2 (EXH 2), when the total specified lift thickness of pavement is 1.5 inches or greater, the Vendor shall construct an outside pavement edge with Safety EdgeTM, where appropriate as described in Safety Edge Design Directive 650, Exhibit 2 (EXH 2), unless Directed otherwise by the WVDOH District Engineer or their designee. Safety Edge TM shall be installed at no additional cost to the WVDOH. Vendors must use an Approved Asphalt Safety EdgeTM Device (shoe) model listed on Division Approved Product Listing at https://transportation.wv.gov/highways/mcst/Pages/APL By Number.aspx, as amended. Non-Approved Asphalt Safety EdgeTM Device substitutions will not be accepted.
- 3.3.7 Excavation for Shoulder Paving, Contract Items 34 through 37, shall consist of removing existing shoulder material for a length and width as directed by the WVDOH District Engineer or their designee 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.
 - Replacement of Asphalt Base, Asphalt Wearing or Shoulder Stone Aggregate will be paid as shown in Sections 3.3.8 and 3.3.9.
- 3.3.8 Asphalt Base I Shoulder Paving Surcharge, Contract Items 37 through 40, 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.

Vendor shall comply with the Repaving Pipe Trenches in Paved Shoulders Detail, shown in Exhibit 1 (EXH 1), where relevant work is performed.

NOTE the following Asphalt Base I related line Contract Items:

- Asphalt Base I will be paid as Contract Item 1.
- Hauling of Asphalt Base I will be paid as Contract Items 26 and 27.
- Laydown of Base I will be paid as Contract Items 28 through 31.
- Excavation for Base I will be paid as Contract Items 34 through 37.
- Shoulder Stone Placement/Restoring, and Stone will be paid as Contract Item 18.
- 3.3.9 Asphalt Base II Shoulder Paving Surcharge, Contract Items 42 through 45, 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.

Vendor shall comply with Repaving Pipe Trenches in Paved Shoulders Detail, shown in Exhibit 1 (EXH 1), where relevant work is performed.

NOTE the following Asphalt Base II related line Contract Items: Asphalt Base II will be paid as Contract Item 3. Hauling of Asphalt Base II will be paid as Contract Items 26 and 27. Laydown will be paid as Contract Items 28 through 31. Excavation will be paid as Contract Items 34 through 37. Shoulder Stone Placement/Restoring, and Stone will be paid as Contract Item 18.

- **3.3.10** Tack Coat, Contract Item 46, Asphalt Material for Tack Coat furnished and applied shall be in accordance with Standard Specs Section 408, as amended, as directed by the WVDOH District Engineer or their designee.
- 3.3.11 Additional Heel-In Joints, Contract Item 47. The beginning and the end of each paving location will be performed by the Vendor in accordance with the Resurfacing Heel-In Detail shown in Exhibit 1 (EXH 1). Additional Heel-In Joints, in accordance with the Resurfacing Heel-In Detail, may be required as directed by the WVDOH District Engineer or their designee at intersecting roadways, at the beginning and end of each paving skip, and at other designated locations. Payment of Additional Heel-In Joints shall be paid per linear foot as measured along the joint, which shall be full payment for complete construction of the joint.

- 3.3.12 Skip Paving Surcharge, Contract Item 48. Skip Paving may be requested by the WVDOH District Engineer or their designee. A Skip Paving Surcharge will apply when the distance between the end of one skip and the beginning of the next exceeds 2,500 feet. Skip paving for distances less than 2500 feet from the end of one skip and the beginning of the next will not qualify for the Skip Paving Surcharge. 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.
- 3.3.13 Pavement Profiling/Milling 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 ¼" 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.

The Vendor shall be responsible for damage to drainage facilities, manholes or other appurtenances within the pavement area.

3.3.13.1 Pavement Profiling/Milling, Contract Items 49 through 60, 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.

It shall be the WVDOH District Engineer or their designee's decision who retains ownership of the Profiled/Milled Cuttings: WVDOH or the Vendor. WVDOH will designate on the Delivery Order Contract Items 49 through 54, Pavement Profiling/Milling—WVDOH Owns Millings, or Contract Items 55 through 60, Pavement Profiling/Milling—Vendor Owns Millings, as per Section 9.2. Vendors shall factor in the haul cost of profiled/milled cuttings up to 10 miles, one way, in the bid price of these Contract Items 49 through 60, regardless of who is to retain ownership of the Millings.

3.3.13.2 Mobilization for Profiling/Milling, Contract Item 61 listed on Attachment B Mobilization Pricing Pages (ATT B), 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 and identified accordingly from Contract Items 49 through 60 is required.

3.3.14 Haul of Profiled/Milled Cuttings or Fine Millings, Contract Items 62 and 63: Profiled/Milled Cuttings or Fine Millings from the project site may be hauled by either WVDOH forces or the Vendor, as determined by the WVDOH District Engineer or their designee. When WVDOH retains ownership of the millings, Contract Items 49 through 54 and Contract Items 69 through 74, hauling of Profiled/Milled Cuttings or Fine Millings by the Vendor shall be to locations designated by the WVDOH District Engineer, or their designee. When Vendor retains ownership of the millings, Contract Items 55 through 60 and 75 through 80, hauling of Profiled/Milled Cuttings or Fine Millings by Vendor shall be calculated to the Vendor's nearest plant location. Mileage shall be calculated using the method described in Section 3.3.5.

The first 10 miles, one way, Haul of Profiled/Milled Cuttings or Fine Millings shall be included with the bid price of the Pavement Profiling/Milling, Contract Items 49 through 60, and Fine Millings, Contract Items 69 through 80, and shall not be charged for separately.

Haul of Profiled/Milled Cuttings or Fine Millings beyond the initial 10 miles shall be bid per mile as Contract Item 63. Contract Item 63 shall only be charged for mileage one way. Haul of Profiled/Milled Cuttings or Fine Millings shall be for full capacity truckloads (legal truckloads) only, except for the last haul of the day, which permits the hauling of a partial load at the same rate.

3.3.15 Pavement Repair: Contract Item 64, is for pavement repair work performed in conjunction with an overlay. Pavement Repair shall consist of the squaring up the repair area, removing damaged material to a depth directed by the WVDOH District Engineer or their designee, 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 of Asphalt Base II material shall be charged separately as Contract Item 3. Pavement Repair, Contract Item 64, does not qualify for an Asphalt Price Adjustments; however, Asphalt Base II material used for Pavement Repair qualifies for price adjustment per Section 5 of these Contract Specifications.

All labor and equipment to complete **Contract Item 64** shall be included in the unit bid price for **Contract Item 64**. Any traffic control required shall be charged separately per Section 3.3.24 of these Contract Specifications and identified accordingly as **Contract Items 85 through 88**.

- Base Failure Repair shall be in accordance with Base Failure Repair Detail shown in Exhibit 1 (EXH 1).
- Edge Failure Repair shall be in accordance with Edge Failure Repair Detail shown in Exhibit 1 (EXH 1).
- Pothole Repair shall be in accordance with Pothole Repair Detail shown in Exhibit 1 (EXH 1).
- 3.3.16 Exhibit 3, SP401 Asphalt Base, Wearing and Patching, and Leveling Courses (EXH 3), as amended, shall address the use of increased amounts of RAP used within mixes produced for projects in the WVDOH construction program.
- 3.3.17 Crushed Aggregate Base Course: 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, as amended.
- 3.3.18 Contract Item 65 shall be in accordance with Exhibit 4, Asphalt High Performance Thin Overlay, SP496 (EXH 4), as amended.
 - 3.3.18.1 Non-Tracking Tack, Contract Item 66, is to be used with Contract Item 65, shall be a MCS&T Approved Product from an Approved Vendor per MP, as amended, and shall meet the recommended requirements of the supplier unless otherwise specified by the WVDOH District Engineer or their designee.
 - 3.3.18.2 Laydown of Materials, Contract Item 67, shall provide Laydown services for Asphalt HTPO, Contract Item 65. 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 or their designee.

3.3.18.3 Asphalt HTPO, Contract Item 65, shall be PG 64E - 22 ordered in 400-ton increments and Contract Item 66 shall also be requested in 400-ton increments or greater.

Hauling for Contract Item 65 shall be a separate bid item and not included in the combined material and laydown price. Hauling shall be charged per Contract Items 26 and 27.

- 3.3.19 Ultra-Thin Asphalt Overlay, Contract Item 68, shall be in accordance with Exhibit 5 SP498 Ultra-Thin Asphalt Overlay (EXH 5), as amended. Laydown service shall be provided per Section 3.3.6 of these Contract Specifications.
- 3.3.20 Fine Milling of Asphalt Pavement Surfaces, Contract Item 69 through 80, 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 or their designee in accordance with the Standard Test Method for Measuring Pavement Macrotexture Depth using a Volumetric Technique, MP 401.07.24. Vendor shall provide pricing inclusive of Laydown services.

It shall be the WVDOH District Engineer or their designee's decision who retains ownership of the Fine Milled Cuttings: WVDOH or the Vendor. WVDOH will designate on the Delivery Order Contract Items 69 through 74, Fine Milling – WVDOH Owns Millings, or Contract Items 75 through 80, Fine Milling- Vendor Owns Millings. Vendors shall factor in the haul cost of profiled/milled cuttings up to 10 miles, one way, in the bid price of these **Contract Items 69 through 80**, regardless of who is to retain ownership of the Millings.

3.3.21 Rumble Strips:

- 3.3.21.1 Milled Rumble Strips, Contract Item 81, shall be in accordance with the Rumble Strip Special Detail shown in Exhibit 1 (EXH 1).
- 3.3.21.2 Mobilization for Milled Rumble Strips, Contract Item 82, on Attachment B Mobilization Pricing Pages (ATT B), is 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, Contract Item 81, is required.

- 3.3.22 Parking Lot and Facility Paving Surcharge, Contract Item 83, is a surcharge which shall be provided when materials, Contract Items 1 through 17, 65, and 68, are used to pave parking lots.
- 3.3.23 Cleaning and Sweeping, Contract Item 84, shall be calculated as the paving length times the width swept. The WVDOH shall have the option to perform Cleaning and Sweeping.
- **3.3.24 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 Vendor to keep traffic delay to a minimum.

Traffic Control may be furnished by the WVDOH at the option of the District Engineer, or their designee; however, when Pilot Truck and Driver, Traffic Control Devices, Flagger, and/or Arrow Board, Contract Items 85 through 88, are requested by the WVDOH District Engineer or their designee for a project, traffic shall be maintained by the Vendor in accordance with Standard Specs Section 636, as amended.

3.3.25 Mobilization for Paving Limits: Vendor shall use Attachment B Mobilization Pricing Pages (ATT B) to provide pricing for all Mobilization Contract Items.

Attachment B Mobilization Pricing Pages (ATT B) Contract Items are:

- Contract Item 19 is for Shoulder Stone Mobilization
- Contract Item 32 is for DAYTIME Paving Mobilization
- Contract Item 33 is for NIGHTTIME Paving Mobilization
- Contract Item 61 is for Pavement Profiling Mobilization
- Contract Item 82 is for Milled Rumble Strips Mobilization

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.

3.3.25.1 Daytime Paving Mobilization, Contract Item 32, 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.

3.3.25.2 Nighttime Paving Mobilization, Contract Item 33, is a mobilization for paving charge which may be made when the Delivery Order directs that the paving is to be done at night.

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.

- 3.3.26 Off-Season Plant Opening, Contract Items 89 and 90, is necessary if a Vendor is required to open their plant in the off-season to service the needs of the WVDOH, in which case an additional payment will be made. The Vendor will be paid an additional day charge for each additional consecutive day that the plant is open after the first day to service the needs of the WVDOH. If the plant produces no material for any use on any calendar day, either during the week or on the weekend, the WVDOH will pay the first day rate for off-season plant opening on the next day of the WVDOH usage. Payment for this item is subject to the following conditions:
 - 3.3.26.1 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 or their designee, 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.
 - **3.3.26.2** 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 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.
- 3.3.26.3 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.
- 3.3.27 Vendor's Asphalt Plant Location: The Vendor shall provide on Attachment C Asphalt Plant Information Form (ATT C) the Vendor's Asphalt Plant Location which will be supply materials listed on the Attachment A Pricing Pages (ATT A) spreadsheet. Reference Section 7.2.2 of these Contract Specifications.
- 3.3.28 Emergency Work: Emergency work as ordered by WVDOH District
 Engineer, or their designee is work that shall be initiated within forty-eight
 (48) hours from when the Delivery Order is received by the vendor. The
 determination of emergency work will be in accordance with Section 2.6
 of these Contract Specifications. Emergency Work must be prominently
 noted on Delivery Order. Designated emergency projects will be paid at
 1.50 times the vendors bid price.

4. SAFETY

Pandemic-Response Safety Protocols: In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain the

WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer or their designee.

5. PRICE ADJUSTMENTS:

5.1 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 1 through 17, 65 and 68 is provided for in the Standard Specs, as amended. Refer to the table below:

Contract Item	Description of Asphalt Section	AC (Average Asphalt Content)	
1	Section 401 – Base I	3.9	
2	Section 401 – 25mm Superpave	4,4	
3	Section 401 – Base II	5.0	
4	Section 401 – Patch and Level	5.0	
5	Section 401 – Wearing IV	5.2	
6	Section 402 – Wearing IV	5.1	
7	Section 401 – 19mm Superpave	4.7	
8	Section 401 – Scratch Course	6.2	
9	Section 402 – 9.5mm Superpave	6.1	
10	Section 401 – Wearing I	6.1	
11	Section 402 – Wearing I	6.0	
12	Section 401 – 4.75mm Superpave	7.6	
13	Section 402 – 4.75mm Superpave	7.2	
14	Section 401 – Wearing III	7.3	
15	Section 402 – Wearing III	7.5	
16	Section 401 - 12.5mm Superpave	5.6	
17	Section 402 - 12.5mm Superpave	5.6	
64	Asphalt HPTO, SP496	7.1	
67	Ultra-Thin Asphalt Overlay, SP498	7.6	

5.2 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 applicable items shall be per Standard Specs 109.9, as amended, with the exception that Factor "C" in the Price Adjustment for Fuel formula is to be broken down by component, as shown in Figure 5.2.A below.

The Price Adjustment for Fuel formula to be utilized for this contract it:

$Pa = [(Mbp \div Cbp) - 1.00] \times Cbp \times C \times Q$

Where: Pa = Price Adjustment

Mbp = Monthly base price at time of placement Cbp = Contract Base Price at time of bidding

C = Cost Adjustment Factors per Unit, as per Figure 5.2.A

Q = 'As Constructed' Quantity

FIGURE 5.2.A

Description	Factor	Applicable Item Contract Items 1 through 17, 65, and 68		
Asphalt Material	0.43			
Asphalt Hauling	0.49	Contract Items 26 and 27		
Asphalt Laydown	0.14	Contract Items 28 through 31		
Aggregate Production (0.49) + Placement (0.03)	0.52	Contract Item 18		
Aggregate Haul	0.10	Contract Items 20 and 21		
Excavating	0.25	Contract Items 34 through 37		

The bidding index for Asphalt Binder will be listed on the Contract Administration website for Fuel, Asphalt and Cement Prices Adjustments listed for September 2022. Contract Base Price at time of bid will be based on September 2022.

https://transportation.wv.gov/highways/contractadmin/Lettings/Pages/FuelandAsphaltPrices.aspx#FuelPrices

6. 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. Referenced MP's, as amended, may be referenced at https://transportation.wv.gov/highways/mcst/Pages/MP-400s.aspx.

NOTE: Contrary to the Standard Specifications language, no price adjustment or bonus shall be made for compaction or smoothness under this contract. All other related Standard Specs requirements still apply.

7. CONTRACT AWARD:

7.1 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. Bidding vendor must provide both materials and laydown services within the same bid; bids received for materials only or bids received for laydown services only will be disqualified. WVDOH will not coordinate materials and laydown services with separate vendors.

- 7.2 Pricing Pages and Plant Information Forms: A complete bid submission SHALL include multiple Attachments to include Pricing Pages AND corresponding Plant Information Forms.
 - Vendor shall clearly identify the applicable counties on **Attachment A Pricing Pages (ATT A)** Pricing Page by marking an "X" beside applicable county/counties for which the bid prices apply.
 - Vendor shall clearly identify their bid, by county, on Attachment B
 Mobilization Pricing Pages (ATT B) by providing a lump sum price beside
 the applicable county/counties for each mobilization Contract Item they are
 bidding on, as listed in Section 3.3.25 of these Contract Specifications.
 - Vendor shall list all approved plants and plant locations from which they may pull materials from on Attachment C Asphalt Plant Information Form (ATT C) and Attachment D Stone Plant Information Form (ATT D). See Section 7.2.
 - If bid prices differ across counties, the Vendor shall submit a separate set of the Pricing Pages (ATT A and ATT B, if different) for each differing set of prices, identifying the applicable counties on each separate set.

OASIS BID SUBMISSION NOTES

Bid evaluations will be based on the bid prices submitted on the Pricing Pages Attachment A (ATT A) and Attachment B (ATT B). Bid Prices and comments made in the wvOASIS system on the Commodity lines/description lines etc. will not be considered for bid evaluation or award. <u>Bids that do not include ATT A, ATT B, ATT C and ATT D WILL BE DISQUALIFIED.</u>

- **7.2.1 Pricing Pages Spreadsheet:** Vendor should complete the Pricing Pages spreadsheet by providing the following information:
 - Vendor's Sourced Plant: Vendor should list the asphalt plant name(s) for which the bid prices listed on the Pricing Pages,

Attachment A (ATT A), apply. Vendor shall ensure that Plant Information listed on ATT A is also identified and the location listed on Attachment C Asphalt Plant Information Form (ATT C).

• List Price: Vendor shall list their bid per unit prices for each Contract Item they intend to bid. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price per Contract Item.

NOTE: Vendor shall not add to or modify any column headers, Contract Item descriptions, or units of measure on the Pricing Page spreadsheets. Any changes to the latter will result in disqualification of the Vendor's bid.

Submitting Pricing Pages or Attachments from a prior years' contract in lieu of the current Pricing Pages or Attachments included for this solicitation will result in the disqualification of the Vendor's bid.

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

7.2.2 Plant Information Forms: There are two (2) Plant Information Forms that must be submitted with corresponded Pricing Pages at the time of Bid: Attachment C Asphalt Plant Information Form (ATT C) identifies the Asphalt Plant and Attachment D Stone Plant Information Form (ATT D) identifies the Stone Plant for Shoulder Stone placement.

All Plant Information Forms shall be completed by Vendors and shall identify WVDOH Approved Plants, as amended, supplying materials associated with bid items on the Pricing Pages. A "COMPLETE" Plant Information Forms shall include:

- Name of Vendor submitting the Plant Information Form as part of bid
- Plant Name
- Plant Locations 911 address or the most recent physical street address, city, and state
- Counties the listed Plant may supply materials to

If the Vendor fails to provide the Asphalt (ATT C) or Stone (ATT D) Plant Location Information Form, identifying all plants from which asphalt or stone will be pulled from, their bid will be disqualified.

- 7.2.3 Electronic Forms: Vendor should type or electronically enter the information into the Pricing Pages spreadsheet and the Plant Information Forms to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages spreadsheets (ATT A & ATT B) and Plant Information Forms (ATT C & ATT D) for bid purposes by sending an email request to the following address:

 Kristy.E.James@wv.gov.
- Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any Delivery Order issued prior to the award of the contract 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 shall NOT be completed, and 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 Orders from prior contracts should be held open by the Districts or the Vendors longer than ten (10) working days after the effective date of use is announced for the new contract.

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.

8. DETERMINING LOW BID PER PROJECT: To determine the low bid Vendor for individual repair paving projects, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects. A written Delivery Order will be issued to the Vendor with the lowest overall total cost. Charges for hauling will be calculated according to Section 3.3.4 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.

9. ORDERING AND PAYMENT:

9.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations and

ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it should include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

- 9.2 Delivery Order: WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order and an ADO entered into wvOASIS. The order should detail the need and location information of the work to be completed per Contract Items, as well as the tentative start and end dates, to become the agreed upon official start and end dates. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order.
 - **9.2.1** Lead Time: The WVDOH should plan accordingly to allow the Contractor a minimum of 14 calendar days prior to the date of the agreed upon work start date on the Delivery Order to allow Vendor to mobilize and begin work.
- 9.3 Payment: Upon completion of the work indicated on the Delivery Order, 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, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

10. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

10.1 Project Acceptance and Written Verification of Receipt: Upon receipt of a WVDOH Delivery Order, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, Vendor must provide written acknowledgement of any Delivery Orders and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any Delivery

Orders/Revisions within five days of the Order being sent shall be considered refusal of the Delivery Order. Upon Vendor's acceptance, WVDOH should submit an ADO in wvOASIS and provide the Vendor with the ADO number for their reference.

In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to obtain the requested goods or services from another low bid Vendor or proceed with an Emergency Purchase from the open market. A Vendor refusing a Delivery Order forfeits their interest in the Delivery Order. For example, a vendor cannot decline work offered as lowest bid at Plant A with the expectation that the same work will be reoffered to them at Plant B, at a higher bid price, even if Plant B is the next low bid. While it is at the discretion of the Vendor to choose which plant to pull material from, the lowest bid price must still be honored.

- 10.2 Negotiation of Dates: The WVDOH shall have the option to negotiate with the Vendor, the project's tentative start and end dates. Project work shall be continuous to completion unless otherwise approved in writing by the WVDOH District Engineer or their designee.
- 10.3 Delivery Time: The Vendor shall mobilize, commence, and complete work delivery in accordance with the WVDOH's written Delivery Order, per project. Any changes must be communicated by the Vendor in writing to the WVDOH District Engineer or their designee. The Vendor shall work in an efficient manner in effort to keep traffic delay to a minimum and traffic must be adequately and safely accommodated. Vendor shall ship/provide 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 project related goods or begin work/services, nor is the WVDOH authorized to receive materials, prior to the issuance of a Delivery Order.
- 10.4 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. Agency placing the Delivery Order under this Contract must be notified in writing by the Vendor no later than five (5) business days prior to the scheduled start date from the Agency's order. Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the WVDOH Budget & Procurement Division.

10.4.1 Liquidated Damages: If the Vendor's work completion or corrections of deficient work exceeds the Delivery Order completion due date/timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one after the WVDOH's specified Delivery Order due date, in accordance with this Section, the contract's Terms and Conditions, and the Standard Specs Section 108.7, as amended, in the amounts in Table 108.7.1 from the Standard Specs shown below:

TABLE 108.7.1 Schedule of Liquidated Damages

Original Cor	Daily Charges Per		
For More Than	To and Including	Calendar Day	
\$0	\$500,000	\$300	
\$500,000	\$2,000,000	\$600	
\$2,000,000	\$10,000,000	\$1,500	
\$10,000,000	\$25,000,000	\$3,000	
\$25,000,000		\$4,000	

- 10.5 Adverse Weather Conditions: Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH District Engineer or their designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, Vendor, or general public, work shall be suspended by the WVDOH Engineer/designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH Engineer/designee. After a weather-related suspension of work, the WVDOH District Engineer or their designee shall determine and convey in writing, such Delivery Order changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 10.4 of this Contract Solicitation.
- 10.6 Delivery Payment/Risk of Loss: Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. Vendor's Plant Location. Haul by Vendor, Contract Items 26 and 27, shall be requested on the Delivery Order. Vendor

shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery.

- 10.7 Project Acceptance Criteria: The WVDOH District Engineer or their designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH District Engineer or their designee not performed in accordance with these contract Specifications and the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the WVDOH District Engineer or their designee. Under no circumstance shall the Vendor's deficiency corrections exceed twenty (20) calendar days unless otherwise declared in writing by the WVDOH District Engineer or their designee, subject to Liquidated Damages as per Section 10.4.1 of these Contract Specifications.
- 10.8 Rejection of Unacceptable Contract Items: The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105, as amended.

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 release orders issued under this Contract.
 - 11.2.3 Any other remedies available in law or equity.

12. MISCELLANEOUS:

- 12.1 No Substitutions: 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: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 12.3 Vendor's Invoices: Invoices for materials, Contract Items 1 through 17, 64, 65, and 67, 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 containing the following information:
 - All weigh ticket numbers for material delivered and cuttings hauled during the invoice period.
 - WVDOH Delivery Order number and this contract number.
 - Total quantity and unit price with the total cost of each type of material furnished.
 - No payment will be made to a Contractor for Daytime Paving Mobilization, Contract Item 32, unless the quantity is less than 500 tons or Nighttime Paving Mobilization, Contract Item 33 unless the Delivery Order directs that the paving is to be done at night.
- 12.4 Reports: Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

12.5 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing 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. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Rick Oberdick
Telephone Number: 740-635-4335
Fax Number: 740-296-5311
Email Address: roberdick ONLS Paving.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT2300000017

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.

(Check the box next to each addendum received)							
	(]	Addendum No. 1	[]	Addendum No. 6		
[]	Ą	Addendum No. 2	[]	Addendum No. 7		
[]	Addendum No. 3	[]	Addendum No. 8		
]]	Addendum No. 4	[]	Addendum No. 9		
[]	Addendum No. 5	[]	Addendum No. 10		

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

Company

This Company

Authorized Signature

10/4/2022

Date

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

CONTRACTOR LICENSE

AUTHORIZED BY THE

West Virginia Contractor Licensing Board

NUMBER:

BOARD

HEST VIRGINIA

POP LICENSING

WV051995

CLASSIFICATION:

GENERAL BUILDING

NLS PAVING INC
DBA NLS PAVING INC
67925 BAYBERRY DR SUITE B
ST CLAIRSVILLE, OH 43950

DATE ISSUED

EXPIRATION DATE

MARCH 25, 2022

MARCH 25, 2023

Authorized Signature

Chair, West Virginia Contractor Licensing Board

Brian h Varent



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