



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

State of West Virginia  
 Solicitation Response

24

Proc Folder : 393325

Solicitation Description : ASPHALT - MATERIALS, DELIVERY AND LAYDOWN BY THE VENDOR

Proc Type : Agency Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-12-20 14:00:00	SR 0803-ESR12191700000002783	1

VENDOR
000000203089 WV PAVING INC  Alta

Solicitation Number: ARFQ 0803 DOT1800000023

Total Bid : \$0.00

Response Date: 2017-12-19

Response Time: 13:54:49

Comments:

**FOR INFORMATION CONTACT THE BUYER**  
 Angela Moorman  
 (304) 558-9427  
 angie.j.moorman@wv.gov

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



State of West Virginia  
Request For Quotation

Procurement Folder : 393325

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

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-12-08	2017-12-20 14:00:00	ARFQ 0803 DOT1800000023	1	Final

SUBMIT RESPONSE TO:	VENDOR:
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US	<b>Vendor Name, Address and Telephone</b> West Virginia Paving, Inc. 2950 Charles Ave. Dunbar, WV 25064 304-768-9733

FOR INFORMATION CONTACT THE  
 Angela Moorman  
 (304) 558-9427  
 angie.j.moorman@wv.gov



Signature X

*Robert Booher*

FEIN # 55-0570769

DATE December 19, 2017

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



DOT1800000023	<b>Document Phase</b> Final	<b>Document Description</b> ASPHALT - MATERIALS, DELIVERY AND LAYDOWN BY THE VENDOR	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

### West Virginia Division of Highways Maintenance Division

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

**7. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**8. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee or the fee then assessed by said Division, if applicable.

**9. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**10. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.

**11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**12. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**13. NON-RESPONSIBLE:** The Agency reserves the right to reject the bid of any vendor when the Agency determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

**14. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.

**15. TIE BIDS:** When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

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

**16. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. **"Agency"** means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.

2.2. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.

2.3. **"Contract"** means the binding agreement that is entered into between the Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".

2.4. **"Award Document"** means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.

2.5. **"Solicitation"** means the official notice of an opportunity to supply the Agency with goods or services.

2.6. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.7. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on award \_\_\_\_\_ and extends for a period of one (1) \_\_\_\_\_ year(s).



**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 24 months in total. Automatic renewal of this Contract is prohibited.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued prior to the expiration of this Contract shall be effective for no more than one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and that part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ successive one year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one calendar year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor and Agency.

**6. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.

**7. EMERGENCY PURCHASES:** The Agency may purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, by the Agency, shall not constitute a breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**8. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Agency prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

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

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

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

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

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

WEST VIRGINIA CONTRACTOR'S LICENSE

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

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

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

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

**12. 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.

**13. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.

**14. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**15. CANCELLATION:** The Agency reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or this contract for any reason or no reason upon 30 days written notice to the Vendor.

**16. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**17. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**18. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**19. PREVAILING WAGE:** To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

**20. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**21. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency and the Vendor.

**22. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.



**23. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**24. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

**25. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**26. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**27. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.

**28. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

<http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf>.

**29. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

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

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

**31. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**32. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**33. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

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

**34. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the

filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**35. INDEMNIFICATION:** To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.

**36. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**38. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Agency via email to the Agency representative specified by Agency.

**39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or



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

**40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

42. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances ,if applicable ,or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.

43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being sub-section a:

- a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
- b. Solicitation and any documents required by the Solicitation,
- c. Bid or Proposal,
- d. Award Document.

**CERTIFICATION AND SIGNATURE PAGE**

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

West Virginia Paving, Inc.

(Full Company Name)

*Robert Brookover*  
(Authorized Signature)

Robert Brookover Vice President

(Print or Type Name and Title of Signatory)

304-768-9733

(Phone Number)

304-768-9351

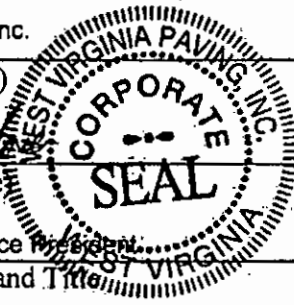
(Fax Number)

bbrookover@wvpaving.com

(Email address)

December 19, 2017

(Date)



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

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** ARFQ 0803 DOT1800000023

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

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

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

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

West Virginia Paving, Inc.

Full Company Name

*Robert Bookover*  
Authorized Signature

December 19, 2017

Date



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

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

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

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

**Contract Manager:**     Rick Johnson      
**Telephone Number:**     304-768-9733      
**Fax Number:**     304-768-9351      
**Email Address:**     rjohnson@wvpaving.com

**INFORMATION ATTACHMENT**  
**Vendor's Storage Sites**  
**Bituminous Asphalt - Materials , Delivery and Labor ONLY**

**VENDOR NAME**  West Virginia Paving, Inc.

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

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

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

Vendor's Plant Location:

Rt. 60
West Lewisburg, Alta
Asbury, WV 24916

Vendor's Plant Location:


Vendor's Plant Location:


Vendor's Plant Location:






























# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

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

1.  Application is made for 2.5% vendor preference for the reason checked:  
 Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2.  Application is made for 2.5% vendor preference for the reason checked:  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.  Application is made for 2.5% vendor preference for the reason checked:  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4.  Application is made for 5% vendor preference for the reason checked:  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.  Application is made for 3.5% vendor preference who is a veteran for the reason checked:  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.  Application is made for 3.5% vendor preference who is a veteran for the reason checked:  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.  Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

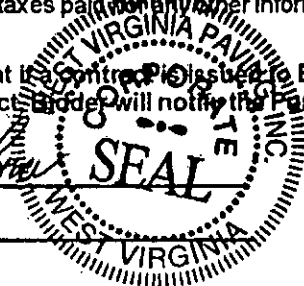
Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid, nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: West Virginia Paving, Inc.  
Date: December 19, 2017

Signed: *Robert Bushnell*  
Title: Vice President



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

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: West Virginia Paving, Inc.

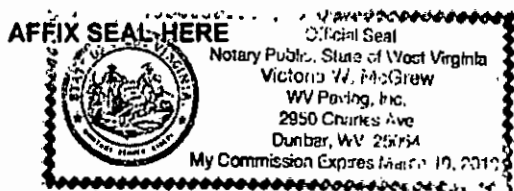
Authorized Signature: *Robert Bookbinder* Date: December 19, 2017

State of West Virginia

County of Kanawha, to-wit:

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

My Commission expires 3-10, 2019.



NOTARY PUBLIC *Victoria W. McGrew*  
Purchasing Affidavit (Revised 07/07/2017)

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

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

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

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

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

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

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

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

West Virginia Ethics Commission  
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: West Virginia Paving, Inc. Address: 2950 Charles Ave.

Dunbar, WV 25064

Authorized Agent: Robert Brookover Address: Same

Contract Number: ARFQ 0803 DOT1800000023 Contract Description: ASPHALT - MATERIALS, DELIVERY AND LAYDOWN BY THE VENDOR

Governmental agency awarding contract: WVDOT-Divison of Highways

Check here if this is a Supplemental Disclosure

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

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

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

[Empty box for subcontractors]

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

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

[Empty box for owners]

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

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

[Empty box for facilitators]

Signature: Robert Brookover Date Signed: December 19, 2017



Notary Verification

State of West Virginia, County of Kanawha:

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

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



Notary Public, State of West Virginia  
Victoria W. McGrew  
WV Paving, Inc.  
2950 Charles Ave  
Dunbar, WV 25064  
My Commission Expires March 10, 2019

Victoria W. McGrew  
Notary Public's Signature

To be completed by State Agency:  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_

**WEST VIRGINIA PAVING, INC.  
ATTACHMENT B**

1. West Virginia Paving, Inc. of 2950 Charles Avenue Dunbar, WV 25064 is a wholly owned subsidiary of The Shelly Holding Company of 80 Park Drive, Thornville, OH 43076.
2. The Shelly Holding Company is a wholly owned subsidiary of Oldcastle Materials, Inc. of 900 Ashwood Parkway, Suite 700, Atlanta GA 30338.
3. Oldcastle Materials, Inc. is a wholly owned subsidiary of Oldcastle Finance, Inc., 900 Ashwood Parkway, Suite 600, Atlanta GA 30338.
4. The ultimate parent company of Oldcastle Finance, Inc. is CRH, plc of Stonemason's Way, Rathfarnham, Dublin 16, D16 KH51, Ireland. CRH, plc is a publicly traded entity and has American Depository Receipts listed on the New York Stock Exchange under symbol "CRH."

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: West Virginia Paving, Inc.

Address: 2950 Charles Ave. Dunbar, WV 25064

Contracting business entity's authorized agent: Robert Brookover

Address: 2950 Charles Ave. Dunbar, WV 25064

Number or title of contract: ARFQ 0803 DOT1800000023

Type or description of contract: ASPHALT - MATERIALS, DELIVERY AND LAYDOWN BY THE VENDOR

Governmental agency awarding contract: WVDOT-Division of Highways

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

West Virginia Paving, Inc. Cherokee Enterprise Corp. Boca Construction

N & J Construction LLC Mid Atlantic Maintenance, Inc. See Attachment

A & M Floagging [unclear] Trucking & Excavation

Signature: [Handwritten Signature] Date signed: 12/19/2017

Check here if this is a Supplemental Disclosure.



State of West Virginia, County of Kanawha

I, Robert Brookover, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

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



Official Seal
Notary Public, State of West Virginia
Victoria W. McGrew
WV Paving, Inc.
2950 Charles Ave
Dunbar, WV 25064
My Commission Expires March 10, 2019

[Handwritten Signature]
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency:

Date submitted to Ethics Commission:

Governmental agency submitting Disclosure:

Amick Trucking  
6708 Leivasy Rd  
Leivasy WV 26676

Golf Design Inc.  
1300 Sullivan Rd  
Beaver WV 25813

Crossfire, Inc.  
P O Box 2287  
Beckley WV 25802

K & D Trucking  
P O Box 827  
Shady Springs WV 25918

Robert Mooney  
Mooney Excavating and Hauling  
340 Old Grove Rd  
Crab Orchard WV 25827

JR Hunley, Inc.  
3417 Old Lick Creek Rd  
Salyersville KY 41465

Hart Trucking, LLC.  
28519 Oak Grove Rd  
Racine OH 45771

Tony McCoy Trucking  
3458 Point Mountain Rd  
Webster Springs WV 26288

Evergreen Environmental, Inc.  
P O Box 1051  
Beckley WV 25802

C A & F Transport, Inc.  
P O Box 683  
Birch River WV 24701

JERMCO  
P O Box 13  
Leivasy WV 26676

Cam-Col Trucking  
2031 Crane School Rd  
Albright WV 26519

D.E. Harris Wholesale Lumber  
Box 274  
Nimitz WV 25978

C & J Enterprises  
8308 Wilderness Hwy  
Nallen WV 26680

RDD Trucking, LLC.  
148 Long Haul Rd  
laeger WV 24844

Spence Trucking  
223 Grassy Creek Rd  
Leivasy WV 26676

B & N Trucking Services, LLC.  
5983 Good Hope Pike  
Clarksburg WV 26301

Francis Brothers, LLC.  
622 N Church St  
Ripley WV 25271

Trans Alleghany Transport Company  
110 South St  
Union WV 24983

Professional Electric Service  
702 Professional Park Dr Ste 202  
Summersville WV 26651

Kenny Rucker  
Kenny's Machine Service  
5995 Bell Creek Rd  
Pond Gap WV 25160

Fred Berry Trucking  
P O Box 222  
Layland WV 25564

BWC Trucking  
164 State Rt 650  
Ironton OH 45638

Hardman Trucking, Inc.  
29 Sauls Run Rd  
Weston WV 26452

M & T Trucking  
125 Belavista Dr  
Marietta OH 45750

C & R Trucking, Inc.  
HC 61 Box 10  
Salyersville KY 41465

Whitt Trucking, Inc.  
149 Coral Lane  
Coal City WV 25823

Nottingham Trucking, Inc.  
P O Box 271  
Quinwood WV 25981

Billy Davis Trucking LLC  
P O Box 549  
Mill Creek WV 26280

R & M Transport Service, Inc.  
877 Shady Branch Rd  
Pitly WV 25082



Walnut Ridge Trucking, Inc.  
2430 Smoky Branch Rd  
Danese WV 25831

Bruffey Trucking, Inc.  
21270 US Highway 19S  
Walkersville WV 26447-8519

G & G Trucking  
P O Box 6  
Reynoldsville WV 26422

Todd Bryant  
164 Fairview Rd  
Bidwell OH 45614

Jeffrey Ritchie  
220 Onieda Dr  
Craigs ville WV 26205

Leslie E. Small Trucking  
P O Box 53  
Crown City OH 45623

A-Z Francis Trucking, Inc.  
8195 Bloomington Rd  
Salysersville KY 41465

Theodore Williams  
P O Box 203  
Jackson OH 45640

Bailey Trucking Company, Inc.  
HC 62 Box 145  
Salysersville KY 41465

LRC Trucking, Inc.  
424 Memory Lane  
Princeton WV 24737

Dudley J. Kimble  
2036 Hogueland Lane  
Maysville WV 26833

Glenn Rhodes Trucking, LLC.  
178 Berkley Dr  
Parkersburg WV 26104

L A Trucking  
P O Box 79  
Bruno WV 25611

Larry A. Woodyard Trucking  
2810 Little Creek Rd  
Dublin VA 24084

J B Trucking  
1420 E Maple St  
Salysersville KY 41465

J & I Trucking, Inc.  
HC 85 Box 548  
Jumping Branch WV 25969

New River Excavating & Hauling LLC  
139 Fox Lane  
Fayetteville WV 25840

R & M Trucking of WV, Inc.  
P O Box 714  
Newton WV 25266

Stephen Lemaster  
398 Rock Lick Rd  
Salysersville KY 41465

Shelba Trucking  
2095 Loop Rd  
Falls Mill WV 24613

M & M Trucking  
HC 62 Box 705  
Salysersville KY 41465

Adron Timothy Lyons  
6504 Belle Creek Rd  
Pond Gap WV 25160-8073

Holly Trucking  
P O Box 86  
Tornado WV 25202

Browning & Son Trucking, Inc.  
257 Lacey Hollow  
Alderson WV 24910

Phillip Woodyard  
966 Flat Hollow Rd  
Pearisburg VA 24134

Shriver Trucking Company  
686 US Hwy 33 W  
Weston WV 26452

Charleston Auto  
P O Box 13412  
Sissonville WV 25360

T & C Trucking  
4793 Little White Oak Rd  
Greenup KY 41144

Wild Blue Enterprises Inc.  
758 Lake Reed Rd  
Marlinton WV 24954

Graham Excavating Company, Inc.  
123 Graham Park  
Mt Hope WV 25880

**C V Trucking**  
729 Beards Fork Rd  
Robson WV 25173

**Valley Trucking & Contracting**  
266 Jeneil Dr  
South Charleston WV 25309

**Randall Murphy**  
One Horse Transport  
P O Box 510  
Coal City WV 25823

**Horton Trucking, LLC.**  
1512 Martha Rd  
So. Charleston WV 25303

**Billy White Trucking, LLC.**  
1451 Co. Rd 73  
Crown City OH 45623

**Critchley Hauling, LLC.**  
242 Critchley Lane  
Danese WV 25831

**Lee Goldizen Trucking**  
P O Box 281  
Poca WV 25159

**Larry Goldizen Trucking, Inc.**  
6193 Fisher Ridge Rd  
Liberty WV 25124

**Giannini Construction & Excavating, LLC**  
P O Box 243  
Smithers WV 25186

**Anthony Graham Trucking**  
2946 Brush Creek Falls Rd  
Princeton WV 24740

**Mr. Asphalt, Inc.**  
148 Hunters Cove  
Charleston WV 25320

**Johnson Trucking**  
RR Box 60  
Hugheston WV 25110

**Frank Graham Trucking**  
151 Crotty St  
Princeton WV 24740

**Comer Trucking**  
54 Mackinaw Dr  
Charleston WV 25301

**Long Run Transport**  
322 Dry Hill Rd  
Beckley WV 25801

**Bob Bowling Trucking**  
420 W Main St  
Grayson KY 41143

**Bogges Trucking**  
55 31st St E  
Nitro WV 25143

**Megs Trucking, Inc.**  
15 Corey Dr  
Poca WV 25159

**H & H Railroad Contracting Inc**  
P O Box 205  
Flatwoods WV 26621

**GN Harless Trucking, Inc.**  
5274 US Rte 60  
Hurricane OH 25526

**Stocker Trucking**  
P O Box 211  
Gnadenhutten OH 44629

**Quad B Hauling, LLC.**  
187 Edgewood Lane  
Mt Lookout WV 26678

**Hescht Trucking**  
Box 304  
Eleanor WV 25070

**Wels Trucking**  
2833 Kellysville Rd  
Princeton WV 24739

**RDS Trucking**  
134 Stringtown Rd  
Hico KY 25854

**Iron Horse Dump Freight, LLC.**  
35 Corporate Dr  
Bidwell OH 45614

**Lusher Trucking Co., Inc.**  
70 Davis Branch Rd  
Prichard WV 25555

**Hoffman Trucking LLC**  
415 4th St  
Nitro WV 25143

**FTL Ltd**  
P O Box 752  
Belle WV 25015

**Long Run Transport**  
3820A MacCorkle Ave SE  
Charleston WV 25304

Brookover Trucking  
158 Greenwood Dr  
Williamstown WV 26187

J & D Trucking  
1761 Improvement Fork Rd  
Salyersville KY 41465

H. Michael Woodyard Trucking  
3977 Little Creek Rd  
Dublin VA 24084

Bucky's Trucking, LLC.  
155 Yost Rd  
New Creek WV 26743

Jason Ward Trucking  
167 Kentucky St  
Salyersville KY 41465

Beth Johnson  
Rt 4 Box 3A  
Chapmanville WV 25508

Burgess Trucking  
29 Windsong Way  
Frazers Bottom WV 25082

N & T Trucking  
P O Box 149  
Danese WV 25831

Charleston Auto  
P O Box 13412  
Sissonville WV 25360

Super Duty Trucking, LLC.  
P O Box 55  
Egdon WV 26716

Curtis Wykle  
2710 Loops Rd  
Rainelle WV 25962

Skidmore Trucking Inc  
3721 Centralia Rd  
Sutton WV 26601

Moore Trucking  
17 Stone Spring Lane  
Charleston WV 25313

Theodore D. Tackett Trucking  
306 Winfield Rd  
St Albans WV 25177

Donaldson Sales Company, Inc.  
33 Pleasant Ridge Rd  
Upper Glade WV 26266

Doyle McCoy Trucking  
3468 Point Mountain Rd  
Webster Springs WV 26288

R W Faulkner Excavating  
409 2<sup>nd</sup> Ave  
Marlinton WV 24954

W.H. Trucking, Inc.  
P O Box 113  
Layland WV 25564

Faulkner Enterprises  
251 USFS 304 Rd  
Marlinton WV 24954

Greenbrier Excavating & Paving Inc  
232 Rambler Road  
Lewisburg WV 24901

Lewis Transport  
5981 Midland Trail W  
Charmco WV 25958

G & G Trucking  
P O Box 6  
Reynoldsville WV 26422

Lynch Construction  
2740 Pocahontas Trail  
White Sulphur Springs WV 24986

Singleton Contracting  
8 Lone Deer Dr  
Sutton WV 26601

Frasher Excavating, LLC.  
635 Shoals Branch Rd  
Wayne WV 25570

Mullens Trucking Inc  
P O Box 216  
Richwood WV 26261

Jane Lee Enterprises Inc  
P O Box 1352  
Oak Hill WV 25901

HGC Excavation, Inc.  
P O Box 1643  
Craigsville WV 26205

Boggs Trucking  
387 Phillips Run Rd  
Summersville WV 26651

Sparks Trucking  
P O Box 43  
Rock WV 24747

Joey Hunley Trucking, Inc.  
624 Brushy Fork Rd  
Salyersville KY 41465

Valley Brook Concrete  
7102 Charleston Rd  
Leon WV 25123

Bays Trucking & Excavation Inc  
156 Queen Ann Dr  
Beckley WV 25801

John L. Helton  
166 Pricey Creek  
Salyersville KY 41465

Ronnie Skaggs Trucking, LLC.  
612 Skaggs Flat Rd  
Olive Hill KY 41164

N & P Trucking LLC  
P O Box 395  
Scott Depot WV 25560

K & G Landscaping & Excavating  
1158 Robinson Run  
Walton WV 25286-8950

Larch Oil & Gas  
5 Kimeric Lane  
Charleston WV 25313

Danny Adams Trucking  
212 Parson Rd  
Aurora WV 26705

Triple B Transport  
17220 Blg Run Trace  
Cattlettsburg KY 41129

Patrick Trucking  
P O Box 738  
Salyersville KY 41465

Debarr Trucking Co., Inc.  
872 Staunton Turnpike  
Parkersburg WV 26104

Larry R Skaggs  
216 Peach Dr  
Olive Hill KY 41164

SWH Transport, LLC.  
383 Robin's Rest Rd  
Bluefield WV 24701

RJS & Sons, Inc.  
4168 Clarks Valley Rd  
Swords Creek VA 24649

Flying J Trucking  
1987 2<sup>nd</sup> Creek Rd  
Sissonville WV 25320

Steven Helton Trucking  
601 Coon Creek  
Salyersville KY 41465

M & S Trucking  
5470 Lens Creek Rd  
Hernshaw WV 24107

Laxton's Auto Repair & Wrecker Service  
702 Johnstown Rd  
Beckley WV 25801

TMH Trucking, Inc.  
5484 Coal Heritage Rd  
laeger WV 24844

Larry Richard Clay  
P O Box 95  
Wayne WV 26610

Lona Susan Helton Trucking  
5648 Lick Creek Rd  
Salyersville KY 41465

J B Goff Trucking, LLC.  
67 Hamilton Dr  
Charleston WV 25312

Jeffrey Helms Trucking, Inc.  
P O Box 836  
Rupert WV 25984

MP Dump Trucking  
137 Flint Branch  
Salyersville KY 41465

H & E Trucking, Inc.  
8910 Clear Fork Rd  
Dorothy WV 25060

KPR Trucking, Inc.  
51 Spruce Lane  
Poca WV 25159

Michael Skaggs Trucking, Inc.  
675 Carter School Rd  
Morehead KY 40351

Puppy Power Transport, LLC.  
P O Box 11  
Peterstown WV 24963

Patriot Trucking  
518 Campbells Creek Dr  
Charleston WV 25306

**Certificate of Insurance**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMITS, LIMITS NOT LISTED BELOW.

**This is to Certify that**

West Virginia Paving, Inc.  
PO Box 544  
2950 Charles Ave.  
Dunbar WV 25064

NAME AND  
ADDRESS  
OF INSURED



**Liberty Mutual.**  
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
<b>WORKERS COMPENSATION</b>	<input checked="" type="checkbox"/> POLICY TERM	9/1/2018	WA7-C8D-004095-027	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: WV Employers Liability Coverage Only	<b>EMPLOYERS LIABILITY</b> Bodily Injury by Accident: <b>\$1,000,000</b> Each Accident Bodily Injury By Disease: <b>\$1,000,000</b> Policy Limit Bodily Injury By Disease: <b>\$1,000,000</b> Each Person
<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE		9/1/2018	TB2-C81-004095-117 -Per Project Aggregate included.	General Aggregate	<b>\$2,000,000</b>
				Products / Completed Operations Aggregate	<b>\$2,000,000</b>
				Each Occurrence	<b>\$2,000,000</b>
				Personal & Advertising Injury	<b>\$2,000,000</b> Per Person / Organization
			Other Damage to Premises Rented to You: <b>\$250,000</b>	Other Medical Exp: <b>\$50,000</b>	
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED		9/1/2018	AS2-C81-004095-127		<b>\$2,000,000</b> Each Accident—Single Limit B.I. And P.D. Combined
					Each Person
					Each Accident or Occurrence
<b>OTHER</b> Automobile policy		9/1/2017 - 9/1/2018	AS2-C81-054502-527	Physical Damage only -\$10,000 Comp -\$10,000 Coll	Each Accident or Occurrence

**ADDITIONAL COMMENTS**

Project: ARFQ 0803 DOT180000023 ASPHALT - MATERIALS, DELIVERY AND LAYDOWN BY THE VENDOR

WVDOT-Division of Highways is listed as additional insured with regards to the general liability and automobile liability where required by written contract.

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

**NOTICE OF CANCELLATION:** (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST **30** DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual Insurance Group**

WVDOT-Division of Highways  
1900 Kanawha Blvd. East  
Bldg. 5 Room A737  
Charleston, WV 25305

*Mark A. Truelove*

Mark A. Truelove

AUTHORIZED REPRESENTATIVE

Teays Valley, WV  
112 Brent Way  
Hurricane

WV 25526

800-222-8890

8/22/2017

OFFICE

PHONE

DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10



# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV001429

**Classification:**  
GENERAL ENGINEERING

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

**Date Issued**

**Expiration Date**

AUGUST 15, 2017

AUGUST 15, 2018



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.





**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS**

**Thomas J. Smith, P. E.  
Secretary of Transportation / Commissioner of Highways**

**CONTRACTOR'S CERTIFICATE OF QUALIFICATION**

NO. 24943

**THIS CERTIFIES THAT WEST VIRGINIA PAVING, INC.  
DUNBAR, WV**

**HAS FILED WITH THE DIVISION OF HIGHWAYS A FINANCIAL AND EXPERIENCE  
QUESTIONNAIRE AS REQUIRED BY THE COMMISSIONER, AND IS HEREBY AUTHORIZED  
ANY DIVISION OF HIGHWAYS LETTING UNTIL THE UNCOMPLETED WORK UNDER  
TERMS OF ESTIMATED COSTS AT ANY ONE TIME DOES NOT EXCEED IN THE AGGREGATE  
\$138,818,000 FOR THE FOLLOWING TYPES OF WORK: ITEM(S) A**

**THIS CERTIFICATE EXPIRES ON  
April 30, 2018**

**WEST VIRGINIA DIVISION**

**DATED AT CHARLESTON, WV ON  
April 7, 2017**

  
**DIRECTOR, CONSTRUCTION  
ADMINISTRATION**