



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 938509
Solicitation Description: Addendum 1: Asphalt Materials, Delivery & Labor by Vendor
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-11-30 14:30	SR 0803 ESR11302100000003391	1

VENDOR
 000000203375
 KELLY PAVING INC

Solicitation Number: ARFQ 0803 DOT2200000014
Total Bid: 0
Response Date: 2021-11-30
Response Time: 10:32:42
Comments:

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

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

Comm Code	Manufacturer	Specification	Model #
30121601			

Commodity Line Comments:

Extended Description:

Asphalt



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

Proc Folder: 938509			Reason for Modification:
Doc Description: Asphalt Materials, Delivery & Labor by Vendor by County			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-12	2021-11-30 14:30	ARFQ 0803 DOT2200000014	1

BID RECEIVING LOCATION

FINANCE & ADMINISTRATION
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-260
 1900 KANAWHA BLVD E
 CHARLESTON WV 25302
 US

VENDOR

Vendor Customer Code: 000000203375
Vendor Name : KELLY PAVING, INC.
Address : P.O. Box 366
Street :
City : Williamstown
State : WV **Country :** USA **Zip :** 26187
Principal Contact : Roger Thomas
Vendor Contact Phone: 304-424-7353 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Vendor Signature X *Roger Thomas* **FEIN#** 55-0583614 **DATE** 11/29/21

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION- BUDGET AND PROCUREMENT DIVISION - FOR Operations DIVISION, IS SOLICITING BIDS FOR AN Open End CONTRACT FOR Asphalt Materials, Delivery & Labor by Vendor by County - Statewide PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DUSTY.J.SMITH@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*******NOTICE*******

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY
- * Fax 304.558.0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION
THE- COMPLETE SOLICITATION-PRICING PAGES-SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

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

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

Comm Code	Manufacturer	Specification	Model #
30121601			

Extended Description:
Asphalt

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 10:00 AM	2021-11-19

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.

Roger Thomas Vice President

(Name, Title)
Roger Thomas, Vice President

(Printed Name and Title)
P. O. Box 366 Williamstown WV 26187

(Address)
304-424-7353 740-373-6505

(Phone Number) / (Fax Number)
rthomas@shellyandsands.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 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.

KELLY PAVING, INC.

(Company)
Roger Thomas Roger Thomas, Vice President

(Authorized Signature) (Representative Name, Title)
Roger Thomas, Vice President

(Printed Name and Title of Authorized Representative)
11/29/21

(Date)
304-424-7353 740-373-6505

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT2200000

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input 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.

KELLY PAVING, INC

Company

Roger Thomas

Authorized Signature

11/29/21

Date

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



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

Proc Folder: 938509
Doc Description: Addendum 1: Asphalt Materials, Delivery & Labor by Vendor
Reason for Modification:
 Addendum 1 : Responses to Questions

Proc Type: Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-12	2021-11-30 14:30	ARFQ 0803 DOT2200000014	2

FINANCE & ADMINISTRATION
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-260
 1900 KANAWHA BLVD E
 CHARLESTON WV 25302
 US

VENDOR

Vendor Customer Code: 000000203375
Vendor Name : KELLY PAVING, INC
Address : P.O. Box 366
Street :
City : WILLIAMSTOWN
State : WV **Country :** USA **Zip :** 26187
Principal Contact : ROGER THOMAS
Vendor Contact Phone: 304-424-7353 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Vendor Signature X *Roger Thomas*

FEIN# 55-0583614

DATE 11/29/21

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

Addendum No.1 is issued for the following reasons:

1) To publish a copy of the vendor's questions with the responses given.

2) Uploading of the revised ATT A : Pricing Page

No other changing.

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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

Comm Code	Manufacturer	Specification	Model #
30121601			

Extended Description:
Asphalt

Line	Event	Event Date
1	Technical Questions due by 10:00 AM	2021-11-19

SOLICITATION NUMBER: ARFQ DOT2200000014
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.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum No.1 is issued for the following reasons:

- 1) to publish a copy of the vendor's questions with the responses given.
- 2) Uploading of the revised ATT A : Pricing Page

No other changing.

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

**Asphalt Materials, Delivery & Labor by Vendor by County
6622C012**

To answer vendor posed questions.

Question #1: Do the specifications specify what plant I have to pull from?

Response #1: The specifications do not specify what plant the vendor must to pull from, however, per Section 3.3.1. "All materials used on this contract shall be from WVDOH Approved Sources/Plants, as amended." Each set of Pricing Pages (ATT A) require a corresponding Asphalt Plant Location Information Form (ATT C) and Stone Plant Location Information Form (ATT D). The Vendor specifies on these forms which counties their named plants will service. The Vendor may choose which plant to use to fill orders from of those available for the county bid, however, mileage paid will be calculated from the plant location closest to the mid-point of the WVDOH project site.

Question #2: Can I list all of our plants under one pricing and then I have the option on what plant to pull from?

Response #2: Yes. Please see Response #1 above, as it addresses this question as well. Additional information on this topic is also available in Section 7.2, Pricing Pages and Plant Information Forms, in the Contract Specifications.

Question #3: On Items U&V they refer to Item S – Pavement Repair.....should they be referred to Item T Asphalt HPTO

Response#3: The Contract Item Descriptions for Contract Items U & V on the Pricing Pages (ATT A) cross referenced Contract Item S, in error - Contract Item T should have cross referenced (HPTO).

Similar corrections have been made to the Contract Item Descriptions for Contract Items G & R as well. This has been corrected on the revised Pricing Pages, Attachment A (ATT A), in red text.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV001884

Classification:
GENERAL ENGINEERING

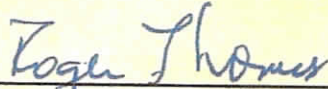
KELLY PAVING INC
DBA KELLY PAVING INC
PO BOX 366
WILLIAMSTOWN, WV 26187-0366

Date Issued

AUGUST 21, 2021

Expiration Date

AUGUST 21, 2022



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

REQUEST FOR QUOTATION
Asphalt Materials, Delivery & Labor by Vendor by County

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: ROGER THOMAS
Telephone Number: 304-424-7353
Fax Number: 740-373-6505
Email Address: rthomas@shellyandsands.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.

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT A PRICING PAGE (ATT A)

Vendor name shall be entered here by the Vendor: **KELLY PAVING, INC.**

Vendor Instructions: For bidding, Vendor shall mark with an "X" the counties that correspond with the pricing on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A and ATT B) as well as separate Plant Information Forms (ATT C & ATT D) for each county pricing set. Vendor must complete TWO Pricing Pages (ATT A and ATT B) as well as all Plant Information Forms for each pricing set submitted.

<input type="checkbox"/> Barbour	<input checked="" type="checkbox"/> Doddridge	<input checked="" type="checkbox"/> Harrison	<input checked="" type="checkbox"/> Marshall	<input type="checkbox"/> Morgan	<input type="checkbox"/> Raleigh	<input type="checkbox"/> Upshur
<input type="checkbox"/> Berkeley	<input type="checkbox"/> Fayette	<input checked="" type="checkbox"/> Jackson	<input type="checkbox"/> Mason	<input type="checkbox"/> Nicholas	<input type="checkbox"/> Randolph	<input type="checkbox"/> Wayne
<input type="checkbox"/> Boone	<input checked="" type="checkbox"/> Gilmer	<input type="checkbox"/> Jefferson	<input type="checkbox"/> McDowell	<input type="checkbox"/> Ohio	<input checked="" type="checkbox"/> Ritchie	<input type="checkbox"/> Webster
<input type="checkbox"/> Braxton	<input type="checkbox"/> Grant	<input type="checkbox"/> Kanawha	<input type="checkbox"/> Mercer	<input type="checkbox"/> Pendleton	<input checked="" type="checkbox"/> Roane	<input checked="" type="checkbox"/> Wetzel
<input type="checkbox"/> Brooke	<input type="checkbox"/> Greenbrier	<input checked="" type="checkbox"/> Lewis	<input type="checkbox"/> Mineral	<input checked="" type="checkbox"/> Pleasants	<input type="checkbox"/> Summers	<input checked="" type="checkbox"/> Wirt
<input type="checkbox"/> Cabell	<input type="checkbox"/> Hampshire	<input type="checkbox"/> Lincoln	<input type="checkbox"/> Mingo	<input type="checkbox"/> Pocahontas	<input type="checkbox"/> Taylor	<input checked="" type="checkbox"/> Wood
<input checked="" type="checkbox"/> Calhoun	<input type="checkbox"/> Hancock	<input type="checkbox"/> Logan	<input type="checkbox"/> Monongalia	<input type="checkbox"/> Preston	<input type="checkbox"/> Tucker	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Clay	<input type="checkbox"/> Hardy	<input type="checkbox"/> Marion	<input type="checkbox"/> Monroe	<input type="checkbox"/> Putnam	<input checked="" type="checkbox"/> Tyler	<input checked="" type="checkbox"/> STATEWIDE

Supplier Name - Vendor's Sourced Plant	Contract Item #	Contract Item Description	Unit of Measure	List Price
KELLY PAVING, INC	A1	Asphalt Section 401 - Base I	TON	62.00
KELLY PAVING, INC	A2	Asphalt Section 401 - 25mm Superpave	TON	70.00
KELLY PAVING, INC	A3	Asphalt Section 401 - Base II	TON	66.00
KELLY PAVING, INC	A4	Asphalt Section 401 - Patch and Level	TON	66.00
KELLY PAVING, INC	A5	Asphalt Section 401 - Wearing IV	TON	66.00
KELLY PAVING, INC	A6	Asphalt Section 402 - Wearing IV	TON	75.00
KELLY PAVING, INC	A7	Asphalt Section 401 - 19mm Superpave	TON	66.00
KELLY PAVING, INC	A8	Asphalt Section 401 - Scratch Course	TON	70.00
KELLY PAVING, INC	A9	Asphalt Section 402 - 9.5mm Superpave	TON	76.00
KELLY PAVING, INC	A10	Asphalt Section 401 - Wearing 1	TON	70.00
KELLY PAVING, INC	A11	Asphalt Section 402 - Wearing 1	TON	78.00
KELLY PAVING, INC	A12	Asphalt Section 401 - 4.75mm Superpave	TON	NO BID
KELLY PAVING, INC	A13	Asphalt Section 402 - 4.75mm Superpave	TON	NO BID
KELLY PAVING, INC	A14	Asphalt Section 401 - Wearing III	TON	78.00
KELLY PAVING, INC	A15	Asphalt Section 402 - Wearing III	TON	NO BID
KELLY PAVING, INC	A16	Asphalt Section 401 - 12.5mm Superpave	TON	72.00
KELLY PAVING, INC	A17	Asphalt Section 402 - 12.5mm Superpave	TON	78.00
KELLY PAVING, INC	B	Shoulder Stone Placement for Asphalt Section 307 - Class 10	TON	45.00
	C	Shoulder Stone Mobilization - Complete on Attachment B (ATT B)	LUMP SUM	-----
KELLY PAVING, INC	D1	Haul by Vendor Shoulder Stone Placement - First Ton Mile	MILE	1.50
KELLY PAVING, INC	D2	Haul by Vendor Shoulder Stone Placement - Each Additional Mile	MILE	0.25
KELLY PAVING, INC	E1	Surcharge for PG Binder - 70 minus 22	TON	5.00
KELLY PAVING, INC	E2	Surcharge for PG Binder 76 minus 22 ordered in 400 Ton increments	TON	12.00
KELLY PAVING, INC	F1	Asphalt Haul by Vendor - First Ton Mile	MILE	1.50
KELLY PAVING, INC	F2	Asphalt Haul by Vendor - Each Additional Mile	MILE	0.25
KELLY PAVING, INC	G1	Laydown of Materials, Items A and V, Each Site 0 to 100 Tons	TON	65.00
KELLY PAVING, INC	G2	Laydown of Materials, Items A and V, Each Site 101 to 200 Tons	TON	20.00
KELLY PAVING, INC	G3	Laydown of Materials, Items A and V, Each Site 201 to 500 Tons	TON	9.00
KELLY PAVING, INC	G4	Laydown of Materials, Items A and V, Each Site 501 Tons or Greater	TON	6.75
	H1	Mobilization - Daytime Paving - Complete on Attachment B (ATT B)	LUMP SUM	-----
	H2	Mobilization - Nighttime Paving - Complete on Attachment B (ATT B)	LUMP SUM	-----
KELLY PAVING, INC	I1	Excavation for Shoulder Paving - 0 to 1000 Sq. Yards	SY	5.00
KELLY PAVING, INC	I2	Excavation for Shoulder Paving - 1001 to 2000 Sq. Yards	SY	2.50
KELLY PAVING, INC	I3	Excavation for Shoulder Paving - 2001 to 3000 Sq. Yards	SY	1.50
KELLY PAVING, INC	I4	Excavation for Shoulder Paving - 3001 Sq. Yards or Greater	SY	1.00
KELLY PAVING, INC	J1	Asphalt Base I Shoulder Paving Surcharge - 0 to 100 Tons	TON	20.00
KELLY PAVING, INC	J2	Asphalt Base I Shoulder Paving Surcharge - 101 to 200 Tons	TON	10.00
KELLY PAVING, INC	J3	Asphalt Base I Shoulder Paving Surcharge - 201 to 500 Tons	TON	2.00
KELLY PAVING, INC	J4	Asphalt Base I Shoulder Paving Surcharge - 501 Tons or Greater	TON	1.00
KELLY PAVING, INC	K1	Asphalt Base II Shoulder Paving Surcharge - 0 to 100 Tons	TON	20.00
KELLY PAVING, INC	K2	Asphalt Base II Shoulder Paving Surcharge - 101 to 200 Tons	TON	10.00
KELLY PAVING, INC	K3	Asphalt Base II Shoulder Paving Surcharge - 201 to 500 Tons	TON	2.00
KELLY PAVING, INC	K4	Asphalt Base II Shoulder Paving Surcharge - 501 Tons or Greater	TON	1.00
KELLY PAVING, INC	L	Asphalt Material for Tack Coat or Prime Material	GAL	2.50
KELLY PAVING, INC	M	Additional Heel-In Joints	LF	10.00
KELLY PAVING, INC	N	Skip Paving Surcharge	TON	4.00
KELLY PAVING, INC	O1	Pavement Profiling/Milling-WVDH Owns Millings 0 to 250 Sq. Yards	SY	20.50
KELLY PAVING, INC	O2	Pavement Profiling/Milling-WVDH Owns Millings 251 to 500 Sq. Yards	SY	15.50
KELLY PAVING, INC	O3	Pavement Profiling/Milling-WVDH Owns Millings 501 to 1000 Sq. Yards	SY	10.25
KELLY PAVING, INC	O4	Pavement Profiling/Milling-WVDH Owns Millings 1001 to 2500 Sq. Yards	SY	5.25
KELLY PAVING, INC	O5	Pavement Profiling/Milling-WVDH Owns Millings 2501 to 5000 Sq. Yards	SY	3.25
KELLY PAVING, INC	O6	Pavement Profiling/Milling-WVDH Owns Millings 5001 Sq. Yards or Greater	SY	2.25
KELLY PAVING, INC	P1	Pavement Profiling/Milling-Vendor Owns Millings 0 to 250 Sq. Yards	SY	18.75
KELLY PAVING, INC	P2	Pavement Profiling/Milling-Vendor Owns Millings 251 to 500 Sq. Yards	SY	14.75
KELLY PAVING, INC	P3	Pavement Profiling/Milling-Vendor Owns Millings 501 to 1000 Sq. Yards	SY	8.75
KELLY PAVING, INC	P4	Pavement Profiling/Milling-Vendor Owns Millings 1001 to 2500 Sq. Yards	SY	4.75
KELLY PAVING, INC	P5	Pavement Profiling/Milling-Vendor Owns Millings 2501 to 5000 Sq. Yards	SY	2.75
KELLY PAVING, INC	P6	Pavement Profiling/Milling-Vendor Owns Millings 5001 Sq. Yards or Greater	SY	1.75
	Q	Mobilization - Pavement Profiling/Milling - Complete on Attachment B (ATT B)	LUMP SUM	-----

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT A PRICING PAGE (ATT A)

Vendor name shall be entered here by the Vendor: KELLY PAVING, INC

Vendor Instructions: For bidding, Vendor shall mark with an "X" the counties that correspond with the pricing on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A and ATT B) as well as separate Plant Information Forms (ATT C & ATT D) for each county pricing set. Vendor must complete TWO Pricing Pages (ATT A and ATT B) as well as all Plant Information Forms for each pricing set submitted.

<input type="checkbox"/> Barbour	<input checked="" type="checkbox"/> Doddridge	<input checked="" type="checkbox"/> Harrison	<input checked="" type="checkbox"/> Marshall	<input type="checkbox"/> Morgan	<input type="checkbox"/> Raleigh	<input type="checkbox"/> Upshur
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<input type="checkbox"/> Cabell	<input type="checkbox"/> Hampshire	<input type="checkbox"/> Lincoln	<input type="checkbox"/> Mingo	<input type="checkbox"/> Pocahontas	<input type="checkbox"/> Taylor	<input checked="" type="checkbox"/> Wood
<input checked="" type="checkbox"/> Calhoun	<input type="checkbox"/> Hancock	<input type="checkbox"/> Logan	<input type="checkbox"/> Monongalia	<input type="checkbox"/> Preston	<input type="checkbox"/> Tucker	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Clay	<input type="checkbox"/> Hardy	<input type="checkbox"/> Marion	<input type="checkbox"/> Monroe	<input type="checkbox"/> Putnam	<input checked="" type="checkbox"/> Tyler	<input type="checkbox"/> STATEWIDE

Supplier Name - Vendor's Sourced Plant	Contract Item #	Contract Item Description	Unit of Measure	List Price
KELLY PAVING, INC	R1	Haul of Profiled/Milled Cuttings, First 10 Miles (Included with Contract Items Q & P)	MILE	No Add'l Charge
KELLY PAVING, INC	R2	Haul of Profiled/Milled Cuttings, Each Additional Mile (Above 10 Miles)	LOADED MILE	5.00
KELLY PAVING, INC	S	Pavement Repair - Asphalt Base II	TON	300.00
KELLY PAVING, INC	T	Asphalt HPTO - SP496 - PG 64E-22 ordered 400 Ton increments	TON	NO BID
KELLY PAVING, INC	U	Non-Tracking Tack - to be used with T	GAL	NO BID
KELLY PAVING, INC	V	Lay Down of Materials - to be used with T - 400 Ton or Greater	TON	NO BID
KELLY PAVING, INC	W	Ultra-Thin Asphalt Overlay - SP498	TON	90.00
KELLY PAVING, INC	X1	Fine Milling of Asphalt Pavement Surfaces - 0 to 250 Sq. Yards	SY	20.00
KELLY PAVING, INC	X2	Fine Milling of Asphalt Pavement Surfaces - 251 to 500 Sq. Yards	SY	15.00
KELLY PAVING, INC	X3	Fine Milling of Asphalt Pavement Surfaces - 501 to 1000 Sq. Yards	SY	9.00
KELLY PAVING, INC	X4	Fine Milling of Asphalt Pavement Surfaces 1001 to 2500 Sq. Yards	SY	5.00
KELLY PAVING, INC	X5	Fine Milling of Asphalt Pavement Surfaces 2501 to 5000 Sq. Yards	SY	3.00
KELLY PAVING, INC	X6	Fine Milling of Asphalt Pavement Surfaces - 5001 SY or Greater	SY	2.00
KELLY PAVING, INC	Y	Milled Rumble Strips	LF	0.35
	Z	Mobilization - Milled Rumble Strips - Complete on Attachment B (ATT B)	LUMP SUM	
KELLY PAVING, INC	AA	Surcharge for Parking Lot and Facility Paving - Items A	TON	5.00
KELLY PAVING, INC	AB	Cleaning and Sweeping	SY	0.01
KELLY PAVING, INC	AC1	Maintaining Traffic - Pilot Truck and Driver	DAY	800.00
KELLY PAVING, INC	AC2	Maintaining Traffic - Traffic Control Devices	UNIT	0.75
KELLY PAVING, INC	AC3	Maintaining Traffic - Flagger	HOUR	65.00
KELLY PAVING, INC	AC4	Maintaining Traffic - Arrow Board	DAY	20.00
KELLY PAVING, INC	AD1	Off-Season Plant Opening - First Day	DAY	5000.00
KELLY PAVING, INC	AD2	Off-Season Plant Opening - Each Additional Day	DAY	500.00

Total Number of Attachment A pages submitted by Vendor is: _____

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT B MOBILIZATION PRICING PAGE (ATT B)

Vendor name shall be entered here by the Vendor: KELLY PAVING, INC

Vendor Instructions: For bidding, Vendor shall enter below the Mobilization Item Pricing from Vendor's Sourced Plant Locations referenced on Attachment A Pricing Pages (ATT A). A complete set of pricing pages and plant information forms must be provided for each separate set of pricing (by county) submitted (ATT A, ATT B, ATT C, ATT D).

County	Unit of Measure	Item C, Mobilization Shoulder Stone	Item H1, Mobilization DAYTIME Paving	Item H2, Mobilization NIGHTTIME Paving	Item Q, Mobilization Pavement Profiling	Item Z, Mobilization Milled Rumble Strips
Barbour	LUMP SUM					
Berkeley	LUMP SUM					
Boone	LUMP SUM					
Braxton	LUMP SUM					
Brooke	LUMP SUM					
Cabell	LUMP SUM					
Calhoun	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Clay	LUMP SUM					
Doddridge	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Fayette	LUMP SUM					
Gilmer	LUMP SUM	1,500.00	1,500.00	3,000.00	3,000.00	3,000.00
Grant	LUMP SUM					
Greenbrier	LUMP SUM					
Hampshire	LUMP SUM					
Hancock	LUMP SUM					
Hardy	LUMP SUM					
Harrison	LUMP SUM	1,500.00	1,500.00	3,000.00	3,000.00	3,000.00
Jackson	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Jefferson	LUMP SUM					
Kanawha	LUMP SUM					
Lewis	LUMP SUM	1,500.00	1,500.00	3,000.00	3,000.00	3,000.00
Lincoln	LUMP SUM					
Logan	LUMP SUM					
Marion	LUMP SUM					
Marshall	LUMP SUM	1,500.00	1,500.00	3,000.00	3,000.00	3,000.00
Mason	LUMP SUM					
McDowell	LUMP SUM					
Mercer	LUMP SUM					
Mineral	LUMP SUM					
Mingo	LUMP SUM					
Monongalia	LUMP SUM					
Monroe	LUMP SUM					
Morgan	LUMP SUM					
Nicholas	LUMP SUM					
Ohio	LUMP SUM					
Pendleton	LUMP SUM					
Pleasants	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Pocahontas	LUMP SUM					
Preston	LUMP SUM					
Putnam	LUMP SUM					
Raleigh	LUMP SUM					
Randolph	LUMP SUM					
Ritchie	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Roane	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Summers	LUMP SUM					
Taylor	LUMP SUM					
Tucker	LUMP SUM					
Tyler	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Upshur	LUMP SUM					
Wayne	LUMP SUM					
Webster	LUMP SUM					
Wetzel	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Wirt	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Wood	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Wyoming	LUMP SUM					

Asphalt Materials Delivery & Labor by Vendor by County
ATTACHMENT C ASPHALT PLANT LOCATION INFORMATION FORM (ATT C)

Vendor name shall be entered here by the Vendor: KELLY PAVING, INC

Vendor Instructions: For bidding, Vendor shall enter below the source ASPHALT Plant Names and Locations, including their 911 address. Vendor must list with each source Plant Name and Location listed the counties that plan will be used to service for this contract. Reference Section 7.2.2 for additional instructions. A complete set of pricing pages and plant information forms must be provided for each separate set of pricing (by county) submitted (ATT A, ATT B, ATT C, ATT D).

Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, LEWIS, MARSHALL, PLEASANTS, RITCHIE, ROANE, TYLER, WETZEL, WIRT, WOOD
Plant Name & Location	KELLY PAVIG, INC. - PLANT #14
	123 DODD DRIVE
	ST MARYS, WV 26170
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	

Asphalt Materials Delivery & Labor by Vendor by County
ATTACHMENT D STONE PLANT LOCATION INFORMATION FORM (ATT D)

Vendor name shall be entered here by the Vendor: KELLY PAVING, INC

Vendor Instructions: For bidding, Vendor shall enter below the **STONE** source Plant Names and Locations, including their 911 address. Vendor must list with each source Plant Name and Location listed the counties that plant will be used to service for this contract. Reference Section 7.2.2 for additional instructions. A complete set of Pricing Pages and Plant Information Forms must be provided for each separate set of pricing (by county) submitted (ATT A, ATT B, ATT C, ATT D).

Vendor's SHOULDER STONE Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, LEWIS, MARSHALL, PLEASANTS, RITCHIE, ROANE, TYLER, WETZEL, WIRT, WOOD
Plant Name & Location	MARTIN MARIETTA
	195 WETZEL STREET
	NEW MARTINSVILLE WV 26155
Vendor's SHOULDER STONE Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, LEWIS, MARSHALL, PLEASANTS, RITCHIE, ROANE, TYLER, WETZEL, WIRT, WOOD
Plant Name & Location	KELLY PAVING, INC
	123 DODD DRIVE
	ST MARYS, WV 26170
Vendor's SHOULDER STONE Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, LEWIS, MARSHALL, PLEASANTS, RITCHIE, ROANE, TYLER, WETZEL, WIRT, WOOD
Plant Name & Location	MARTIN MARIETTA
	619 SAND HILL WAY
	PETROLEUM, WV 26161
Vendor's SHOULDER STONE Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, LEWIS, MARSHALL, PLEASANTS, RITCHIE, ROANE, TYLER, WETZEL, WIRT, WOOD
Plant Name & Location	MARTIN MARIETTA
	99 KANAWHA STREET
	PARKERSBURG, WV 26101

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: KELLY PAVING, INC

Authorized Signature: *Roger Thomas* Date: 11/29/21

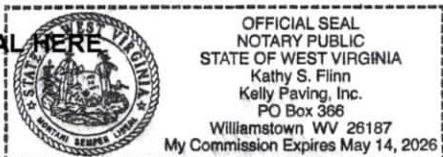
State of WEST VIRGINIA

County of WOOD, to-wit:

Taken, subscribed, and sworn to before me this 29TH day of NOVEMBER, 2021.

My Commission expires MAY 14, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC

Kathy S. Flinn

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: KELLY PAVING, INC Address: P.O. BOX 366

WILLIAMSTOWN, WV 26187

Name of Authorized Agent: ROGER THOMAS Address: P.O. BOX 366 WILLIAMSTOWN, WV 26187

Contract Number: ARFQ 0803 DOT2200000014 Contract Description: ASPHALT MATERIALS, DELIVERY & LABOR BY VENDOR BY COUNTY

Governmental agency awarding contract: WVDOH

Check here if this is a Supplemental Disclosure

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

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

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

BOCA CONSTRUCTION

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.

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

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

Signature: Roger Thomas Date Signed: 11/29/21

Notary Verification

State of WEST VIRGINIA, County of WOOD:

I, ROGER THOMAS, 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 29TH day of NOVEMBER, 2021.



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Kathy S. Flinn
Kelly Paving, Inc.
PO Box 366
WILLIAMSTOWN, WV 26187
My Commission Expires May 17, 2026

Kathy S. Flinn
Notary Public's Signature

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION OR NONRENEWAL BY US
NOTIFICATION TO A DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

SCHEDULE

Name and mailing address of person(s) or organization(s):

State of WV, Finance & Administration Division of Highways
1900 Kanawha Blvd E., Bldg 5, RM A-260
Charleston, WV 25305

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.



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

Proc Folder: 938509			Reason for Modification:
Doc Description: Asphalt Materials, Delivery & Labor by Vendor by County			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-12	2021-11-30 14:30	ARFQ 0803 DOT2200000014	1

BID RECEIVING LOCATION

FINANCE & ADMINISTRATION
DIVISION OF HIGHWAYS
BLDG 5, RM A-260
1900 KANAWHA BLVD E
CHARLESTON WV 25302
US

VENDOR

Vendor Customer Code: 000000203375
Vendor Name : KELLY PAVING, INC.
Address : P. O. BOX 366
Street :
City : WILLIAMSTOWN
State : WV **Country :** USA **Zip :** 26187
Principal Contact :
Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
(304) 558-2063
dusty.j.smith@wv.gov

Vendor Signature X *Roger Thomas* **FEIN#** 55-0583614 **DATE** 11/29/21

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

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION- BUDGET AND PROCUREMENT DIVISION - FOR Operations DIVISION, IS SOLICITING BIDS FOR AN Open End CONTRACT FOR Asphalt Materials, Delivery & Labor by Vendor by County - Statewide PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DUSTY.J.SMITH@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*****NOTICE*****

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY
- * Fax 304.558.0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION
THE- COMPLETE SOLICITATION-PRICING PAGES-SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

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


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

Comm Code	Manufacturer	Specification	Model #
30121601			

Extended Description:
Asphalt


Line	Event	Event Date
1	Technical Questions due by 10:00 AM	2021-11-19

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.

 ROGER THOMAS, VICE PRESIDENT
(Name, Title)
ROGER THOMAS, VICE PRESIDENT
(Printed Name and Title)
P.O. BOX 366 WILLIAMSTOWN, WV 26187
(Address)
304-424-7353 740-373-6505
(Phone Number) / (Fax Number)
rthomas@shellyandsands.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 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.

KELLY PAVING, INC.
(Company)
 ROGER THOMAS, VICE PRESIDENT
(Authorized Signature) (Representative Name, Title)
ROGER THOMAS, VICE PRESIDENT
(Printed Name and Title of Authorized Representative)
11/29/21
(Date)
304-424-7353 740-373-6505
(Phone Number) (Fax Number)
Revised 04/21/2021

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT2200000

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input 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.

KELLY PAVING, INC

Company

Toger Shouse

Authorized Signature

Authorized Signature

11/29/21

Date

Date

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

Revised 6/8/2012



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

Proc Folder: 938509
Doc Description: Addendum 1: Asphalt Materials, Delivery & Labor by Vendor
Reason for Modification:
 Addendum 1 : Responses to Questions

Proc Type: Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-12	2021-11-30 14:30	ARFQ 0803 DOT2200000014	2

FINANCE & ADMINISTRATION
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-260
 1900 KANAWHA BLVD E
 CHARLESTON WV 25302
 US

VENDOR

Vendor Customer Code: 000000203375
Vendor Name : KELLY PAVING, INC
Address : P. O. BOX 366
Street :
City : WILLIAMSTOWN
State : WV **Country :** USA **Zip :** 26187
Principal Contact : ROGER THOMAS
Vendor Contact Phone: 304-424-7353 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Vendor Signature X *Roger Thomas* **FEIN#** 55-0583614 **DATE** 11/29/21

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

Addendum No.1 is issued for the following reasons:

1) To publish a copy of the vendor's questions with the responses given.

2) Uploading of the revised ATT A : Pricing Page

No other changing.

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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

Comm Code	Manufacturer	Specification	Model #
30121601			

Extended Description:
Asphalt

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00 AM	2021-11-19

SOLICITATION NUMBER: ARFQ DOT2200000014

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.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum No.1 is issued for the following reasons:

1) to publish a copy of the vendor's questions with the responses given.

2) Uploading of the revised ATT A : Pricing Page

No other changing.

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

**Asphalt Materials, Delivery & Labor by Vendor by County
6622C012**

To answer vendor posed questions.

Question #1: Do the specifications specify what plant I have to pull from?

Response #1: The specifications do not specify what plant the vendor must to pull from, however, per Section 3.3.1. "All materials used on this contract shall be from WVDOH Approved Sources/Plants, as amended." Each set of **Pricing Pages (ATT A)** require a corresponding **Asphalt Plant Location Information Form (ATT C)** and **Stone Plant Location Information Form (ATT D)**. The Vendor specifies on these forms which counties their named plants will service. The Vendor may choose which plant to use to fill orders from of those available for the county bid, however, mileage paid will be calculated from the plant location closest to the mid-point of the WVDOH project site.

Question #2: Can I list all of our plants under one pricing and then I have the option on what plant to pull from?

Response #2: Yes. Please see Response #1 above, as it addresses this question as well. Additional information on this topic is also available in Section 7.2, Pricing Pages and Plant Information Forms, in the Contract Specifications.

Question #3: On Items U&V they refer to Item S – Pavement Repair.....should they be referred to Item T Asphalt HPTO

Response#3: The Contract Item Descriptions for Contract Items U & V on the Pricing Pages (ATT A) cross referenced Contract Item S, in error - Contract Item T should have cross referenced (HPTO).

Similar corrections have been made to the Contract Item Descriptions for Contract Items G & R as well. This has been corrected on the revised Pricing Pages, Attachment A (ATT A), in red text.

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV001884

Classification:
GENERAL ENGINEERING

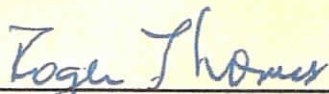
KELLY PAVING INC
DBA KELLY PAVING INC
PO BOX 366
WILLIAMSTOWN, WV 26187-0366

Date Issued

AUGUST 21, 2021

Expiration Date

AUGUST 21, 2022



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

REQUEST FOR QUOTATION
Asphalt Materials, Delivery & Labor by Vendor by County

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: ROGER THOMAS
Telephone Number: 304-424-7353
Fax Number: 740-373-6505
Email Address: rthomas@shellyandsands.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.

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT A PRICING PAGE (ATT A)

Vendor name shall be entered here by the Vendor: KELLY PAVING, INC.

Vendor Instructions: For bidding, Vendor shall mark with an "X" the counties that correspond with the pricing on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A and ATT B) as well as separate Plant Information Forms (ATT C & ATT D) for each county pricing set. Vendor must complete TWO Pricing Pages (ATT A and ATT B) as well as all Plant Information Forms for each pricing set submitted.

<input type="checkbox"/> Barbour	<input checked="" type="checkbox"/> Doddridge	<input checked="" type="checkbox"/> Harrison	<input type="checkbox"/> Marshall	<input type="checkbox"/> Morgan	<input type="checkbox"/> Raleigh	<input type="checkbox"/> Upshur
<input type="checkbox"/> Berkeley	<input type="checkbox"/> Fayette	<input checked="" type="checkbox"/> Jackson	<input type="checkbox"/> Mason	<input type="checkbox"/> Nicholas	<input type="checkbox"/> Randolph	<input type="checkbox"/> Wayne
<input type="checkbox"/> Boone	<input checked="" type="checkbox"/> Gilmer	<input type="checkbox"/> Jefferson	<input type="checkbox"/> McDowell	<input type="checkbox"/> Ohio	<input checked="" type="checkbox"/> Ritchie	<input type="checkbox"/> Webster
<input type="checkbox"/> Braxton	<input type="checkbox"/> Grant	<input type="checkbox"/> Kanawha	<input type="checkbox"/> Mercer	<input type="checkbox"/> Pendleton	<input checked="" type="checkbox"/> Roane	<input type="checkbox"/> Wetzel
<input type="checkbox"/> Brooke	<input type="checkbox"/> Greenbrier	<input checked="" type="checkbox"/> Lewis	<input type="checkbox"/> Mineral	<input checked="" type="checkbox"/> Pleasants	<input type="checkbox"/> Summers	<input checked="" type="checkbox"/> Wirt
<input type="checkbox"/> Cabell	<input type="checkbox"/> Hampshire	<input type="checkbox"/> Lincoln	<input type="checkbox"/> Mingo	<input type="checkbox"/> Pocahontas	<input type="checkbox"/> Taylor	<input checked="" type="checkbox"/> Wood
<input checked="" type="checkbox"/> Calhoun	<input type="checkbox"/> Hancock	<input type="checkbox"/> Logan	<input type="checkbox"/> Monongalia	<input type="checkbox"/> Preston	<input type="checkbox"/> Tucker	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Clay	<input type="checkbox"/> Hardy	<input type="checkbox"/> Marion	<input type="checkbox"/> Monroe	<input type="checkbox"/> Putnam	<input checked="" type="checkbox"/> Tyler	<input checked="" type="checkbox"/> STATEWIDE

Supplier Name - Vendor's Sourced Plant	Contract Item #	Contract Item Description	Unit of Measure	List Price
KELLY PAVING, INC.	A1	Asphalt Section 401 - Base I	TON	NO BID
KELLY PAVING, INC.	A2	Asphalt Section 401 - 25mm Superpave	TON	NO BID
KELLY PAVING, INC.	A3	Asphalt Section 401 - Base II	TON	NO BID
KELLY PAVING, INC.	A4	Asphalt Section 401 - Patch and Level	TON	NO BID
KELLY PAVING, INC.	A5	Asphalt Section 401 - Wearing IV	TON	NO BID
KELLY PAVING, INC.	A6	Asphalt Section 402 - Wearing IV	TON	NO BID
KELLY PAVING, INC.	A7	Asphalt Section 401 - 19mm Superpave	TON	NO BID
KELLY PAVING, INC.	A8	Asphalt Section 401 - Scratch Course	TON	NO BID
KELLY PAVING, INC.	A9	Asphalt Section 402 - 9.5mm Superpave	TON	NO BID
KELLY PAVING, INC.	A10	Asphalt Section 401 - Wearing 1	TON	NO BID
KELLY PAVING, INC.	A11	Asphalt Section 402 - Wearing 1	TON	NO BID
KELLY PAVING, INC.	A12	Asphalt Section 401 - 4.75mm Superpave	TON	NO BID
KELLY PAVING, INC.	A13	Asphalt Section 402 - 4.75mm Superpave	TON	NO BID
KELLY PAVING, INC.	A14	Asphalt Section 401 - Wearing III	TON	NO BID
KELLY PAVING, INC.	A15	Asphalt Section 402 - Wearing III	TON	NO BID
KELLY PAVING, INC.	A16	Asphalt Section 401 - 12.5mm Superpave	TON	NO BID
KELLY PAVING, INC.	A17	Asphalt Section 402 - 12.5mm Superpave	TON	NO BID
KELLY PAVING, INC.	B	Shoulder Stone Placement for Asphalt Section 307 - Class 10	TON	45.00
KELLY PAVING, INC.	C	Shoulder Stone Mobilization - Complete on Attachment B (ATT B)	LUMP SUM	-----
KELLY PAVING, INC.	D1	Haul by Vendor Shoulder Stone Placement - First Ton Mile	MILE	1.50
KELLY PAVING, INC.	D2	Haul by Vendor Shoulder Stone Placement - Each Additional Mile	MILE	0.25
KELLY PAVING, INC.	E1	Surcharge for PG Binder - 70 minus 22	TON	NO BID
KELLY PAVING, INC.	E2	Surcharge for PG Binder 76 minus 22 ordered in 400 Ton increments	TON	NO BID
KELLY PAVING, INC.	F1	Asphalt Haul by Vendor - First Ton Mile	MILE	1.50
KELLY PAVING, INC.	F2	Asphalt Haul by Vendor - Each Additional Mile	MILE	0.25
KELLY PAVING, INC.	G1	Laydown of Materials, Items A and V, Each Site 0 to 100 Tons	TON	65.00
KELLY PAVING, INC.	G2	Laydown of Materials, Items A and V, Each Site 101 to 200 Tons	TON	20.00
KELLY PAVING, INC.	G3	Laydown of Materials, Items A and V, Each Site 201 to 500 Tons	TON	9.00
KELLY PAVING, INC.	G4	Laydown of Materials, Items A and V, Each Site 501 Tons or Greater	TON	6.75
KELLY PAVING, INC.	H1	Mobilization - Daytime Paving - Complete on Attachment B (ATT B)	LUMP SUM	-----
KELLY PAVING, INC.	H2	Mobilization - Nighttime Paving - Complete on Attachment B (ATT B)	LUMP SUM	-----
KELLY PAVING, INC.	I1	Excavation for Shoulder Paving - 0 to 1000 Sq. Yards	SY	5.00
KELLY PAVING, INC.	I2	Excavation for Shoulder Paving - 1001 to 2000 Sq. Yards	SY	2.50
KELLY PAVING, INC.	I3	Excavation for Shoulder Paving - 2001 to 3000 Sq. Yards	SY	1.50
KELLY PAVING, INC.	I4	Excavation for Shoulder Paving - 3001 Sq. Yards or Greater	SY	1.00
KELLY PAVING, INC.	J1	Asphalt Base I Shoulder Paving Surcharge - 0 to 100 Tons	TON	20.00
KELLY PAVING, INC.	J2	Asphalt Base I Shoulder Paving Surcharge - 101 to 200 Tons	TON	10.00
KELLY PAVING, INC.	J3	Asphalt Base I Shoulder Paving Surcharge - 201 to 500 Tons	TON	2.00
KELLY PAVING, INC.	J4	Asphalt Base I Shoulder Paving Surcharge - 501 Tons or Greater	TON	1.00
KELLY PAVING, INC.	K1	Asphalt Base II Shoulder Paving Surcharge - 0 to 100 Tons	TON	20.00
KELLY PAVING, INC.	K2	Asphalt Base II Shoulder Paving Surcharge - 101 to 200 Tons	TON	10.00
KELLY PAVING, INC.	K3	Asphalt Base II Shoulder Paving Surcharge - 201 to 500 Tons	TON	2.00
KELLY PAVING, INC.	K4	Asphalt Base II Shoulder Paving Surcharge - 501 Tons or Greater	TON	1.00
KELLY PAVING, INC.	L	Asphalt Material for Tack Coat or Prime Material	GAL	2.50
KELLY PAVING, INC.	M	Additional Heel-In Joints	LF	10.00
KELLY PAVING, INC.	N	Skip Paving Surcharge	TON	4.00
KELLY PAVING, INC.	O1	Pavement Profiling/Milling-WVDH Owns Millings 0 to 250 Sq. Yards	SY	20.50
KELLY PAVING, INC.	O2	Pavement Profiling/Milling-WVDH Owns Millings 251 to 500 Sq. Yards	SY	15.50
KELLY PAVING, INC.	O3	Pavement Profiling/Milling-WVDH Owns Millings 501 to 1000 Sq. Yards	SY	10.25
KELLY PAVING, INC.	O4	Pavement Profiling/Milling-WVDH Owns Millings 1001 to 2500 Sq. Yards	SY	5.25
KELLY PAVING, INC.	O5	Pavement Profiling/Milling-WVDH Owns Millings 2501 to 5000 Sq. Yards	SY	3.25
KELLY PAVING, INC.	O6	Pavement Profiling/Milling-WVDH Owns Millings 5001 Sq. Yards or Greater	SY	2.25
KELLY PAVING, INC.	P1	Pavement Profiling/Milling-Vendor Owns Millings 0 to 250 Sq. Yards	SY	18.75
KELLY PAVING, INC.	P2	Pavement Profiling/Milling-Vendor Owns Millings 251 to 500 Sq. Yards	SY	14.75
KELLY PAVING, INC.	P3	Pavement Profiling/Milling-Vendor Owns Millings 501 to 1000 Sq. Yards	SY	8.75
KELLY PAVING, INC.	P4	Pavement Profiling/Milling-Vendor Owns Millings 1001 to 2500 Sq. Yards	SY	4.75
KELLY PAVING, INC.	P5	Pavement Profiling/Milling-Vendor Owns Millings 2501 to 5000 Sq. Yards	SY	2.75
KELLY PAVING, INC.	P6	Pavement Profiling/Milling-Vendor Owns Millings 5001 Sq. Yards or Greater	SY	1.75
KELLY PAVING, INC.	Q	Mobilization - Pavement Profiling/Milling - Complete on Attachment B (ATT B)	LUMP SUM	-----

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT A PRICING PAGE (ATT A)

Vendor name shall be entered here by the Vendor: KELLY PAVING, INC

Vendor Instructions: For bidding, Vendor shall mark with an "X" the counties that correspond with the pricing on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A and ATT B) as well as separate Plant Information Forms (ATT C & ATT D) for each county pricing set. Vendor must complete TWO Pricing Pages (ATT A and ATT B) as well as all Plant Information Forms for each pricing set submitted.

<input type="checkbox"/> Barbour	<input checked="" type="checkbox"/> Doddridge	<input checked="" type="checkbox"/> Harrison	<input type="checkbox"/> Marshall	<input type="checkbox"/> Morgan	<input type="checkbox"/> Raleigh	<input type="checkbox"/> Upshur
<input type="checkbox"/> Berkeley	<input type="checkbox"/> Fayette	<input checked="" type="checkbox"/> Jackson	<input type="checkbox"/> Mason	<input type="checkbox"/> Nicholas	<input type="checkbox"/> Randolph	<input type="checkbox"/> Wayne
<input type="checkbox"/> Boone	<input checked="" type="checkbox"/> Gilmer	<input type="checkbox"/> Jefferson	<input type="checkbox"/> McDowell	<input type="checkbox"/> Ohio	<input checked="" type="checkbox"/> Ritchie	<input type="checkbox"/> Webster
<input type="checkbox"/> Braxton	<input type="checkbox"/> Grant	<input type="checkbox"/> Kanawha	<input type="checkbox"/> Mercer	<input type="checkbox"/> Pendleton	<input checked="" type="checkbox"/> Roane	<input type="checkbox"/> Wetzel
<input type="checkbox"/> Brooke	<input type="checkbox"/> Greenbrier	<input checked="" type="checkbox"/> Lewis	<input type="checkbox"/> Mineral	<input checked="" type="checkbox"/> Pleasants	<input type="checkbox"/> Summers	<input checked="" type="checkbox"/> Wirt
<input type="checkbox"/> Cabell	<input type="checkbox"/> Hampshire	<input type="checkbox"/> Lincoln	<input type="checkbox"/> Mingo	<input type="checkbox"/> Pocahontas	<input type="checkbox"/> Taylor	<input checked="" type="checkbox"/> Wood
<input checked="" type="checkbox"/> Calhoun	<input type="checkbox"/> Hancock	<input type="checkbox"/> Logan	<input type="checkbox"/> Monongalia	<input type="checkbox"/> Preston	<input type="checkbox"/> Tucker	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Clay	<input type="checkbox"/> Hardy	<input type="checkbox"/> Marion	<input type="checkbox"/> Monroe	<input type="checkbox"/> Putnam	<input checked="" type="checkbox"/> Tyler	<input type="checkbox"/> STATEWIDE

Supplier Name - Vendor's Sourced Plant	Contract Item #	Contract Item Description	Unit of Measure	List Price
	R1	Haul of Profiled/Milled Cuttings, First 10 Miles (Included with Contract Items O & P)	MILE	No Add'l Charge
KELLY PAVING, INC	R2	Haul of Profiled/Milled Cuttings, Each Additional Mile (Above 10 Miles)	LOADED MILE	5.00
KELLY PAVING, INC	S	Pavement Repair - Asphalt Base II	TON	300.00
KELLY PAVING, INC	T	Asphalt HPTO - SP496 - PG 64E-22 ordered 400 Ton increments	TON	NO BID
KELLY PAVING, INC	U	Non-Tracking Tack - to be used with T	GAL	NO BID
KELLY PAVING, INC	V	Lay Down of Materials - to be used with T - 400 Ton or Greater	TON	NO BID
KELLY PAVING, INC	W	Ultra-Thin Asphalt Overlay - SP498	TON	NO BID
KELLY PAVING, INC	X1	Fine Milling of Asphalt Pavement Surfaces - 0 to 250 Sq. Yards	SY	20.00
KELLY PAVING, INC	X2	Fine Milling of Asphalt Pavement Surfaces - 251 to 500 Sq. Yards	SY	15.00
KELLY PAVING, INC	X3	Fine Milling of Asphalt Pavement Surfaces - 501 to 1000 Sq. Yards	SY	9.00
KELLY PAVING, INC	X4	Fine Milling of Asphalt Pavement Surfaces 1001 to 2500 Sq. Yards	SY	5.00
KELLY PAVING, INC	X5	Fine Milling of Asphalt Pavement Surfaces 2501 to 5000 Sq. Yards	SY	3.00
KELLY PAVING, INC	X6	Fine Milling of Asphalt Pavement Surfaces - 5001 SY or Greater	SY	2.00
KELLY PAVING, INC	Y	Milled Rumble Strips	LF	0.35
	Z	Mobilization - Milled Rumble Strips - Complete on Attachment B (ATT B)	LUMP SUM	
KELLY PAVING, INC	AA	Surcharge for Parking Lot and Facility Paving - Items A	TON	5.00
KELLY PAVING, INC	AB	Cleaning and Sweeping	SY	0.01
KELLY PAVING, INC	AC1	Maintaining Traffic - Pilot Truck and Driver	DAY	800.00
KELLY PAVING, INC	AC2	Maintaining Traffic - Traffic Control Devices	UNIT	0.75
KELLY PAVING, INC	AC3	Maintaining Traffic - Flagger	HOURLY	65.00
KELLY PAVING, INC	AC4	Maintaining Traffic - Arrow Board	DAY	20.00
KELLY PAVING, INC	AD1	Off-Season Plant Opening - First Day	DAY	NO BID
KELLY PAVING, INC	AD2	Off-Season Plant Opening - Each Additional Day	DAY	NO BID

Total Number of Attachment A pages submitted by Vendor is: _____

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT B MOBILIZATION PRICING PAGE (ATT B)

Vendor name shall be entered here by the Vendor: KELLY PAVING, INC.

Vendor instructions: For bidding, Vendor shall enter below the Mobilization Item Pricing from Vendor's Sourced Plant Locations referenced on Attachment A Pricing Pages (ATT A). A complete set of pricing pages and plant information forms must be provided for each separate set of pricing (by county) submitted (ATT A, ATT B, ATT C, ATT D).

County	Unit of Measure	Item C, Mobilization Shoulder Stone	Item H1, Mobilization DAYTIME Paving	Item H2, Mobilization NIGHTTIME Paving	Item Q, Mobilization Pavement Profiling	Item Z, Mobilization Milled Rumble Strips
Barbour	LUMP SUM					
Berkeley	LUMP SUM					
Boone	LUMP SUM					
Braxton	LUMP SUM					
Brooke	LUMP SUM					
Cabell	LUMP SUM					
Calhoun	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Clay	LUMP SUM					
Doddridge	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Fayette	LUMP SUM					
Gilmer	LUMP SUM	1,500.00	1,500.00	3,000.00	3,000.00	3,000.00
Grant	LUMP SUM					
Greenbrier	LUMP SUM					
Hampshire	LUMP SUM					
Hancock	LUMP SUM					
Hardy	LUMP SUM					
Harrison	LUMP SUM	1,500.00	1,500.00	3,000.00	3,000.00	3,000.00
Jackson	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Jefferson	LUMP SUM					
Kanawha	LUMP SUM					
Lewis	LUMP SUM	1,500.00	1,500.00	3,000.00	3,000.00	3,000.00
Lincoln	LUMP SUM					
Logan	LUMP SUM					
Marion	LUMP SUM					
Marshall	LUMP SUM					
Mason	LUMP SUM					
McDowell	LUMP SUM					
Mercer	LUMP SUM					
Mineral	LUMP SUM					
Mingo	LUMP SUM					
Monongalia	LUMP SUM					
Monroe	LUMP SUM					
Morgan	LUMP SUM					
Nicholas	LUMP SUM					
Ohio	LUMP SUM					
Pendleton	LUMP SUM					
Pleasants	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Pocahontas	LUMP SUM					
Preston	LUMP SUM					
Putnam	LUMP SUM					
Raleigh	LUMP SUM					
Randolph	LUMP SUM					
Ritchie	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Roane	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Summers	LUMP SUM					
Taylor	LUMP SUM					
Tucker	LUMP SUM					
Tyler	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Upshur	LUMP SUM					
Wayne	LUMP SUM					
Webster	LUMP SUM					
Wetzel	LUMP SUM					
Wirt	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Wood	LUMP SUM	1,000.00	1,000.00	2,000.00	3,000.00	3,000.00
Wyoming	LUMP SUM					

Asphalt Materials Delivery & Labor by Vendor by County
 ATTACHMENT C ASPHALT PLANT LOCATION INFORMATION FORM (ATT C)

Vendor name shall be entered here by the Vendor: KELLY PAVING, INC.

Vendor Instructions: For bidding, Vendor shall enter below the source ASPHALT Plant Names and Locations, including their 911 address. Vendor must list with each source Plant Name and Location listed the counties that plan will be used to service for this contract. Reference Section 7.2.2 for additional instructions. A complete set of pricing pages and plant information forms must be provided for each separate set of pricing (by county) submitted (ATT A, ATT B, ATT C, ATT D).

Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, LEWIS, PLEASANTS, RITCHIE, ROANE, TYLER, WIRT, WOOD
Plant Name & Location	CAMDEN MATERIALS
	202 HICKORY STREET
	PARKERSBURG, WV 26101
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	

Asphalt Materials Delivery & Labor by Vendor by County
ATTACHMENT D STONE PLANT LOCATION INFORMATION FORM (ATT D)

Vendor name shall be entered here by the Vendor: KELLY PAVING, INC.

Vendor Instructions: For bidding, Vendor shall enter below the **STONE** source Plant Names and Locations, including their 911 address. Vendor must list with each source Plant Name and Location listed the counties that plan will be used to service for this contract. Referece Section 7.2.2 for additional instructions. A complete set of Pricing Pages and Plant Information Forms must be provided for each seperate set of pricing (by county) submitted (ATT A, ATT B, ATT C, ATT D).

Vendor's SHOULDER STONE Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, LEWIS, PLEASANTS, RITCHIE, ROANE, TYLER, WIRT, WOOD
Plant Name & Location	KELLY PAVING, INC.
	123 DODD DRIVE
	ST MARYS, WV 26170
Vendor's SHOULDER STONE Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, LEWIS, PLEASANTS, RITCHIE, ROANE, TYLER, WIRT, WOOD
Plant Name & Location	MARTIN MARIETTA
	619 SAND HILL WAY
	PETROLEUM, WV 26161
Vendor's SHOULDER STONE Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, LEWIS, PLEASANTS, RITCHIE, ROANE, TYLER, WIRT, WOOD
Plant Name & Location	MARTIN MARIETTA
	99 KANAWHA STREET
	PARKERSBURG, WV 26101
Vendor's SHOULDER STONE Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, LEWIS, PLEASANTS, RITCHIE, ROANE, TYLER, WIRT, WOOD
Plant Name & Location	VALLEY STONE
	360 VALLEY ROAD
	MILLWOOD, WV 25262

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: KELLY PAVING, INC.

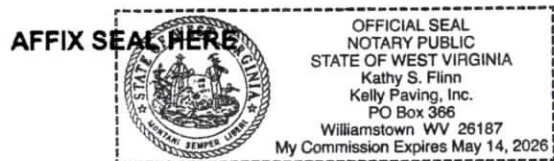
Authorized Signature: *Roger Thomas* Date: 11/29/21

State of WEST VIRGINIA

County of WOOD, to-wit:

Taken, subscribed, and sworn to before me this 29TH day of NOVEMBER, 2021.

My Commission expires MAY 14, 2026.



NOTARY PUBLIC *Kathy S. Flinn*

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: KELLY PAVING, INC. Address: P. O. BOX 366

WILLIAMSTOWN, WV 26187

Name of Authorized Agent: ROGER THOMAS Address: P.O. BOX 366 WILLIAMSTOWN, WV 26187

Contract Number: ARFQ 0803 DOT2200000014 Contract Description: ASPHALT MATERIALS, DELIVERY & LABOR BY VENDOR BY COUNTY

Governmental agency awarding contract: WVDOH

Check here if this is a Supplemental Disclosure

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

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

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

BOCA CONSTRUCTION

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.

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

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

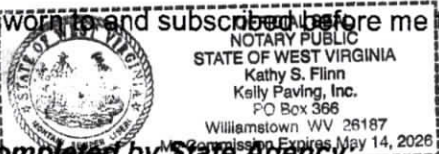
Signature: *Roger Thomas* Date Signed: 11/29/21

Notary Verification

State of WEST VIRGINIA, County of WOOD:

I, ROGER THOMAS, 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 29TH day of NOVEMBER, 2021.



Kathy S. Flinn
Notary Public's Signature

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION OR NONRENEWAL BY US
NOTIFICATION TO A DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

SCHEDULE

Name and mailing address of person(s) or organization(s):

State of WV, Finance & Administration Division of Highways
1900 Kanawha Blvd E., Bldg 5, RM A-260
Charleston, WV 25305

Number of days notice (other than nonpayment of premium): 30

- A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.**
- B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.**
- C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.**
- D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.**