



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: 823541
Solicitation Description: Addendum#2
 Asphalt Material Delivery & Labor by Vendor
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-02-23 14:30	SR 0803 ESR02182100000005661	1

VENDOR
 000000197898
 W L CONSTRUCTION & PAVING INC

Solicitation Number: ARFQ 0803 DOT2100000029
Total Bid: 0
Comments: 0
Response Date: 2021-02-18
Response Time: 06:59:15

FOR INFORMATION CONTACT THE BUYER

Tina L Lewis
 304-414-6859
 tina.l.lewis@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
2	Asphalt	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30121601			

Commodity Line Comments: 0

Extended Description:

Asphalt

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT210000029

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.

W-L Construction & Paving, Inc.

Full Company Name

Teddy L. Winters

Authorized Signature

2-10-2021

Date

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

ATTACHMENT A - PRICING PAGES Asphalt Materials Delivery & Laydown by Vendor by Location per County

Vendor name shall be entered here by the Vendor:

W-L Construction & Paving, Inc.

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 Attachment A spreadsheet for each Pricing per County set.

Vendor shall provide the Plant Information on Corresponding Attachment B1 Asphalt/ Attachment B2 Stone forms which Shall accompany Pricing Pages with bid.

<input type="checkbox"/> Barbour	<input type="checkbox"/> Doddridge	<input type="checkbox"/> Harrison	<input type="checkbox"/> Marshall	<input checked="" type="checkbox"/> Morgan	<input type="checkbox"/> Raleigh	<input type="checkbox"/> Upshur
<input checked="" type="checkbox"/> Berkeley	<input type="checkbox"/> Fayette	<input type="checkbox"/> Jackson	<input type="checkbox"/> Mason	<input type="checkbox"/> Nicholas	<input type="checkbox"/> Randolph	<input type="checkbox"/> Wayne
<input type="checkbox"/> Boone	<input type="checkbox"/> Gilmer	<input checked="" type="checkbox"/> Jefferson	<input type="checkbox"/> McDowell	<input type="checkbox"/> Ohio	<input 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 type="checkbox"/> Roane	<input type="checkbox"/> Wetzel
<input type="checkbox"/> Brooke	<input type="checkbox"/> Greenbrier	<input type="checkbox"/> Lewis	<input type="checkbox"/> Mineral	<input type="checkbox"/> Pleasants	<input type="checkbox"/> Summers	<input 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 type="checkbox"/> Wood
<input 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 type="checkbox"/> Tyler	

Supplier Name - Vendor's Sourced Plant	Item #	Commodity Code	Extended Description	Unit of Measure	List Price
W-L Clearbrook Plant 311	A	3012601 Asphalt	Asphalt Section 401 - Base I	TON	48.97
W-L Clearbrook Plant 311	B	3012601 Asphalt	Asphalt Section 401 - 25mm Superpave	TON	57.81
W-L Clearbrook Plant 311	C	3012601 Asphalt	Asphalt Section 401 - Base II	TON	54.09
W-L Clearbrook Plant 311	D	3012601 Asphalt	Asphalt Section 401 - Patch and Level	TON	54.09
W-L Clearbrook Plant 311	E	3012601 Asphalt	Asphalt Section 401 - Wearing IV	TON	54.09
W-L Clearbrook Plant 311	F	3012601 Asphalt	Asphalt Section 402 - Wearing IV	TON	56.75
W-L Clearbrook Plant 311	G	3012601 Asphalt	Asphalt Section 401 - 19mm Superpave	TON	60.18
W-L Clearbrook Plant 311	H	3012601 Asphalt	Asphalt Section 401 - Scratch Course	TON	61.24
W-L Clearbrook Plant 311	I	3012601 Asphalt	Asphalt Section 402 - 9.5mm Superpave	TON	68.75
W-L Clearbrook Plant 311	J	3012601 Asphalt	Asphalt Section 401 - Wearing 1	TON	61.24
W-L Clearbrook Plant 311	K	3012601 Asphalt	Asphalt Section 402 - Wearing 1	TON	65.95
W-L Clearbrook Plant 311	L	3012601 Asphalt	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
W-L Clearbrook Plant 311	M	3012601 Asphalt	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
W-L Clearbrook Plant 311	N	3012601 Asphalt	Asphalt Section 401 - Wearing III	TON	No Bid
W-L Clearbrook Plant 311	O	3012601 Asphalt	Asphalt Section 402 - Wearing III	TON	No Bid
W-L Clearbrook Plant 311	P	3012601 Asphalt	Asphalt Section 401 - 12.5mm Superpave	TON	68.17
W-L Clearbrook Plant 311	PZ	3012601 Asphalt	Asphalt Section 402 - 12.5mm Superpave	TON	72.29
W-L Clearbrook Plant 311	PE	3012601 Asphalt	Shoulder Stone Placement for Asphalt Section 307 - Class 10	TON	36.5
W-L Clearbrook Plant 311	PG	3012601 Asphalt	Haul by Vendor Shoulder Stone Placem't First Ton Mile	MILE	1.5
W-L Clearbrook Plant 311	PH	3012601 Asphalt	Haul by Vendor Shoulder Stone Placem't - Each Additional Mile	MILE	0.2
W-L Clearbrook Plant 311	Q	3012601 Asphalt	Surcharge for PG Binder - 70 minus 22	TON	5
W-L Clearbrook Plant 311	R	3012601 Asphalt	Surcharge for PG Binder 76 minus 22 ordered in 400 ton increments	TON	10
W-L Clearbrook Plant 311	S1	3012601 Asphalt	Asphalt Haul by Vendor - First Ton Mile	MILE	1.5
W-L Clearbrook Plant 311	S2	3012601 Asphalt	Asphalt Haul by Vendor - Each Additional Mile	MILE	0.2
W-L Clearbrook Plant 311	T1	3012601 Asphalt	LayDown of Materials.Items A-P, PZ and AI, Each Site 0 to 100 Tons	TON	65
W-L Clearbrook Plant 311	T2	3012601 Asphalt	LayDown of Materials.Items A-P, PZ and AI, Each Site 101 to 200 Tons	TON	26
W-L Clearbrook Plant 311	T3	3012601 Asphalt	LayDown of Materials.Items A-P, PZ and AI, Each Site 201 to 500 Tons	TON	10
W-L Clearbrook Plant 311	T4	3012601 Asphalt	LayDown of Materials.Items A-P, PZ and AI, Each Site 501 Tons or greater	TON	7.5
W-L Clearbrook Plant 311	U1	3012601 Asphalt	Excavation for Shoulder Paving - 0 to 1000 Square Yards	SY	2.15
W-L Clearbrook Plant 311	U2	3012601 Asphalt	Excavation for Shoulder Paving - 1001 to 2000 Square Yards	SY	1.8
W-L Clearbrook Plant 311	U3	3012601 Asphalt	Excavation for Shoulder Paving - 2001 to 3000 Square Yards	SY	1.55
W-L Clearbrook Plant 311	U4	3012601 Asphalt	Excavation for Shoulder Paving - 3001 Square Yards or Greater	SY	1.45
W-L Clearbrook Plant 311	V1	3012601 Asphalt	Asphalt Base I Shoulder Paving Surcharge - 0 to 100 Tons	TON	10.5
W-L Clearbrook Plant 311	V2	3012601 Asphalt	Asphalt Base I Shoulder Paving Surcharge - 101 to 200 Tons	TON	8.7
W-L Clearbrook Plant 311	V3	3012601 Asphalt	Asphalt Base I Shoulder Paving Surcharge - 201 to 500 Tons	TON	7.25
W-L Clearbrook Plant 311	V4	3012601 Asphalt	Asphalt Base I Shoulder Paving Surcharge - 501 Tons or Greater	TON	5.25
W-L Clearbrook Plant 311	W1	3012601 Asphalt	Asphalt Base II Shoulder Paving Surcharge - 0 to 100 Tons	TON	10.5
W-L Clearbrook Plant 311	W2	3012601 Asphalt	Asphalt Base II Shoulder Paving Surcharge - 101 to 200 Tons	TON	8.7
W-L Clearbrook Plant 311	W3	3012601 Asphalt	Asphalt Base II Shoulder Paving Surcharge - 201 to 500 Tons	TON	7.25
W-L Clearbrook Plant 311	W4	3012601 Asphalt	Asphalt Base II Shoulder Paving Surcharge - 501 Tons or Greater	TON	5.25
W-L Clearbrook Plant 311	X	3012601 Asphalt	Asphalt Material for Tack Coat or Prime Material	GL	3
W-L Clearbrook Plant 311	Y	3012601 Asphalt	Additional Heel-In Joints	LF	10.25
W-L Clearbrook Plant 311	Z	3012601 Asphalt	Skip Paving Surcharge	TON	4.5
W-L Clearbrook Plant 311	AB1	3012601 Asphalt	Pavement Profiling (Milling) - 0 to 250 Square Yards	SY	25
W-L Clearbrook Plant 311	AB2	3012601 Asphalt	Pavement Profiling (Milling) - 251 to 500 Square Yards	SY	17
W-L Clearbrook Plant 311	AB3	3012601 Asphalt	Pavement Profiling (Milling) - 501 to 1000 Square Yards	SY	10
W-L Clearbrook Plant 311	AB4	3012601 Asphalt	Pavement Profiling (Milling) - 1001 to 2500 Square Yards	SY	5.5
W-L Clearbrook Plant 311	AB5	3012601 Asphalt	Pavement Profiling (Milling) - 2501 to 5000 Square Yards	SY	2.5
W-L Clearbrook Plant 311	AB6	3012601 Asphalt	Pavement Profiling (Milling) - 5001 Square Yards or Greater	SY	1.5
W-L Clearbrook Plant 311	AC	3012601 Asphalt	Pavement Repair - Asphalt Base II	TON	240
W-L Clearbrook Plant 311	AF	3012601 Asphalt	Asphalt HPTO - SP496 - PG 64E-22 ordered 300 TN increments	TON	110
W-L Clearbrook Plant 311	AG	3012601 Asphalt	Non Tracking Tack - to be used with AF	GL	3
W-L Clearbrook Plant 311	AH	3012601 Asphalt	Lay Down of Materials - to be used with AF - 300 TN or Greater	TON	16
W-L Clearbrook Plant 311	AI	3012601 Asphalt	Ultra-Thin Asphalt Overlay - SP498	TON	90.5
W-L Clearbrook Plant 311	AJ1	3012601 Asphalt	Fine Milling of Asphalt Pavement Surfaces - 0 to 250 Sq Yards	SY	29
W-L Clearbrook Plant 311	AJ2	3012601 Asphalt	Fine Milling of Asphalt Pavement Surfaces - 251 to 500 Sq Yards	SY	18.5
W-L Clearbrook Plant 311	AJ3	3012601 Asphalt	Fine Milling of Asphalt Pavement Surfaces - 501 to 1000 Sq Yards	SY	10.5
W-L Clearbrook Plant 311	AJ4	3012601 Asphalt	Fine Milling of Asphalt Pavement Surfaces 1001 to 2500 SqYards	SY	5.8
W-L Clearbrook Plant 311	AJ5	3012601 Asphalt	Fine Milling of Asphalt Pavement Surfaces 2501 to 5000 SqYards	SY	3
W-L Clearbrook Plant 311	AJ6	3012601 Asphalt	Fine Milling of Asphalt Pavement Surfaces - 5001 SY or Greater	SY	2
W-L Clearbrook Plant 311	AL	3012601 Asphalt	Milled Rumble Strips	LF	3.25
W-L Clearbrook Plant 311	AM	3012601 Asphalt	Surcharge for Parking Lot and Facility Paving - Items A thru PZ	TON	7
W-L Clearbrook Plant 311	AN	3012601 Asphalt	Cleaning and Sweeping	SY	0.3
W-L Clearbrook Plant 311	AO1	3012601 Asphalt	Maintaining Traffic - Pilot Truck and Driver	DAY	500
W-L Clearbrook Plant 311	AO2	3012601 Asphalt	Maintaining Traffic - Traffic Control Devices	UNIT	1
W-L Clearbrook Plant 311	AO3	3012601 Asphalt	Maintaining Traffic - Flagger	HOUR	65
W-L Clearbrook Plant 311	AO4	3012601 Asphalt	Maintaining Traffic - Arrow Board	DAY	30
W-L Clearbrook Plant 311	AQ1	3012601 Asphalt	Off-Season Plant Opening - First Day	DAY	4500
W-L Clearbrook Plant 311	AQ2	3012601 Asphalt	Off-Season Plant Opening - Each Additional Day	DAY	1000

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT B MOBILIZATION PRICING PAGE (ATT B)

Vendor name shall be entered here by the Vendor:

W-L Construction & 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 P, Mobilization Pavement Profiling	Item Y, Mobilization Milled Rumble Strips
Barbour	LUMP SUM					
Berkeley	LUMP SUM	\$ 3,000.00	\$ 3,000.00	3000	\$ 3,000.00	\$ 4,000.00
Boone	LUMP SUM					
Braxton	LUMP SUM					
Brooke	LUMP SUM					
Cabell	LUMP SUM					
Calhoun	LUMP SUM					
Clay	LUMP SUM					
Doddridge	LUMP SUM					
Fayette	LUMP SUM					
Gilmer	LUMP SUM					
Grant	LUMP SUM					
Greenbrier	LUMP SUM					
Hampshire	LUMP SUM					
Hancock	LUMP SUM					
Hardy	LUMP SUM					
Harrison	LUMP SUM					
Jackson	LUMP SUM					
Jefferson	LUMP SUM	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00
Kanawha	LUMP SUM					
Lewis	LUMP SUM					
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	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00
Nicholas	LUMP SUM					
Ohio	LUMP SUM					
Pendleton	LUMP SUM					
Pleasants	LUMP SUM					
Pocahontas	LUMP SUM					
Preston	LUMP SUM					
Putnam	LUMP SUM					
Raleigh	LUMP SUM					
Randolph	LUMP SUM					
Ritchie	LUMP SUM					
Roane	LUMP SUM					
Summers	LUMP SUM					
Taylor	LUMP SUM					
Tucker	LUMP SUM					
Tyler	LUMP SUM					
Upshur	LUMP SUM					
Wayne	LUMP SUM					
Webster	LUMP SUM					
Wetzel	LUMP SUM					
Wirt	LUMP SUM					
Wood	LUMP SUM					
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: W-L Construction & 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. 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 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:	Berkeley, Jefferson & Morgan
Plant Name & Location	Plant 311 Clearbrook
	660 Quarry Lane
	Clearbrook, VA 22624

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: _____

W-L Construction & 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:	Berkeley, Jefferson & Morgan
Plant Name & Location	Carmeuse Winchester Operations
	508 Quarry Lane
	Clearbrook, VA 22624
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:	
Plant Name & Location	
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:	
Plant Name & Location	
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:	
Plant Name & Location	

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.

W-L Construction & Paving, Inc.
(Full Company Name)

Teddy L. Winters
(Authorized Signature)

Teddy L. Winters Project Manager
(Print or Type Name and Title
of Signatory)

540-662-4008
(Phone Number)

540-662-4330
(Fax Number)

TWINTERS@WLCONSTRUCTION.COM
(Email address)

2-10-2021
(Date)

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

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: W-L Construction & Paving, Inc. Address: P.O Box 339, 2786 Martinsburg Pike
Stephenson, VA 22656

Name of Authorized Agent: Teddy L. Winters Address: Same as above

Contract Number: ARFQ-0803-DOT210000029-1 Contract Description: Asphalt materials-laydown & delivery

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.

Donegal (Milling)

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: Teddy L. Winters

Date Signed: 2-10-2021

Notary Verification

State of Virginia, County of Frederick:

I, Robert Jason Rutherford, 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 10th day of February, 2021

Robert Jason Rutherford
Notary Public's Signature



To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2021

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

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

PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 www.LibertyMutual.com	CONTACT NAME: Valerie Reece PHONE (A/C. No. Ext): 513-867-3822 E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com	FAX (A/C. No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED W-L Construction & Paving, Inc. (223-STE) 2786 Martinsburg Pike PO Box 339 Stephenson VA 22656	INSURER A: Liberty Mutual Fire Insurance Company	23035
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 60023848

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		TB2-C81-004095-110 XCU Coverage Included	9/1/2020	9/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		AS2-C81-004095-120 AS2-C81-054502-520 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: 2020 Purchase Orders
 State of West Virginia is listed as additional insured with regards to the general liability and automobile liability policies, where required by written contract.

CERTIFICATE HOLDER

State of West Virginia
 Purchasing Division
 Division of Highways
 Charleston WV 25305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Valerie Reece

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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. In the event that the Contract Manager or any of the Vendor's contact information, email, addresses, or phone numbers change, the Vendor shall update the WVDOH in writing and update wvOASIS. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Teddy L. Winters
Telephone Number: 540-662-4008
Fax Number: 540-662-4330
Email Address: TWINTERS@W-LCONSTRUCTION.COM

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: W-L Construction & Paving, Inc.

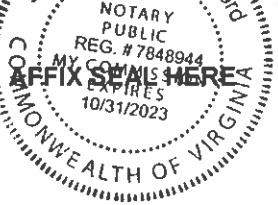
Authorized Signature: *Teddy L. Winters* Date: 2/10/2021

State of Virginia

County of Frederick, to-wit:

Taken, subscribed, and sworn to before me this 10th day of February, 2021.

My Commission expires October 31st, 2023



NOTARY PUBLIC *Robert Jason Rutledge*