

Request for Bids	 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-3157</p>	Bid# MU21PAVING
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Vendor: BTI Contracting Inc PO Box 314 Catlettsburg, KY 41129	For information call: Purchasing Contact: Tracey Brown-Dolinski Phone: (304) 696-3157 browndolinsk@marshall.edu & purchasing@marshall.edu
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Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE 6/2/2021	MANDATORY PRE-BID MEETING N/A	DEPARTMENT REQUISITION NO. MU21PAVING	BIDS OPEN: 6/24/2021 at 3:00 p.m., L.P.T. Broadcast via Zoom at link listed below	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
<p>REQUEST FOR BIDS</p> <p>Marshall University, on behalf of the Governing Board invites sealed bids from qualified Asphalt companies for preventive maintenance and repair services for parking areas, roadways.</p> <p>Project Name: MU21PAVING Open-End Mailing Services Contract</p> <p>Technical Questions Deadline: June 10, 2021 at 9:00 a.m., LPT, send via email to Tracey Brown-Dolinski at browndolinsk@marshall.edu</p> <p>Bid Opening: June 24, 2021, at 3:00 p.m., LPT, via Zoom at the following link: https://marshall.zoom.us/j/93143525651?pwd=QnJYbzlOdFhyeTdWeGxXMm40dzZxUT09</p>				

Total

To the Office of Purchasing,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from Kenova
 within 10 days
 FOB _____ After receipt of order at address shown
 Terms NET 30

Bidder's name Vendor BTI Contracting Inc.
 Signed By Lisa M. Dean
 Typed Name LISA M. Dean
 Title President
 Email blacktop75@aol.com
 Street Address 2334 RT 52
 City/State/Zip Kenova, WV 25530
 Date 06-23-2021 Phone 304-453-6196
 Fein 61-1367923

Appendix A - Pricing/Bid Table

Item	Item Description	Unit of Measure	Units	Unit Price	Total Cost
4.1 Site Preparation					
4.1.1	Earth removal from site	Cubic Yard	1	32.50	32.50
4.1.2	Earth fill and compaction from borrow site	Cubic Yard	1	37.50	37.50
4.1.3	Excavation of earth remaining on site	Cubic Yard	1	25.00	25.00
4.1.4	Fill and compaction of earth excavated from the site	Cubic Yard	1	25.00	25.00
4.1.5	Removal and disposal of asphalt pavement	Cubic Yard	1	25.00	25.00
4.1.6	Removal and disposal of concrete	Cubic Yard	1	35.00	35.00
4.1.7	Placement of topsoil	Ton	1	100.00	100.00
4.2 Site Development					
4.2.1	1-50 Tons Aggregate Base	Ton	1	50.00	50.00
4.2.2	51-100 Tons Aggregate Base	Ton	1	40.00	40.00
4.2.3	101-200 Tons Aggregate Base	Ton	1	35.00	35.00
4.2.4	201 Tons and higher Aggregate Base	Ton	1	30.00	30.00
4.3 Drainage					
4.3.1	24 inch x 24 inch concrete catch basin	Each Unit	1	1250.00	1250.00
4.3.2	4 inch SDR 35 Pipe	Length Foot	1	5.00	5.00
4.3.3	6 inch SDR 35 Pipe	Length Foot	1	9.00	9.00
4.3.4	8 inch SDR 35 Pipe	Length Foot	1	14.50	14.50
4.3.5	12 inch SDR 35 Pipe	Length Foot	1	40.00	40.00

Appendix A - Pricing/Bid Table

Item	Item Description	Unit of Measure	Units	Unit Price	Total Cost
4.4 Mobilization Cost					
4.4.1	Mobilization cost for (new paving or complete resurfacing or equipment trucked between sites only)	Each	1	2500.00	2500.00
4.5 Lay Down					
4.5.1	For new lot installation - an application of 2" Base II and 1.5" Wearing I	Ton	1	95.00	95.00
4.5.2	Resurfacing or patching of existing pavement	Ton	1	175.00	175.00
4.5.3	Pothole patching	Ton	1	200.00	200.00
4.6 Finishing					
4.6.1	Furnish and install a 6 inch asphalt curb	Linear Foot	1	20.00	20.00
4.6.2	Prepare surface, furnish and apply two coats of asphalt sealer and additives	Square Yard	1	1.50	1.50
4.6.3	1-10 blocks: Furnish and install (secured to surface) 6: long concrete bumper blocks	Each Block	1	95.00	95.00
4.6.4	11-25 blocks: Furnish and install (secured to surface) 6: long concrete bumper blocks	Each Block	1	75.00	75.00
4.6.5	26 or more blocks: Furnish and install (secured to surface) 6: long concrete bumper blocks	Each Block	1	65.00	65.00
4.6.6	Layout and stripe with two-coat application to traffic paint	Linear Foot	1	.55	.55
4.6.7	4 inch long traffic directional arrow	Each Arrow	1	25.00	25.00
4.6.8	Curb painting	Linear Foot	1	5.00	5.00
4.6.9	Diagonal lines	Linear Foot	1	.55	.55
4.6.10	3' tall HC emblem	Each Emblem	1	25.00	25.00
4.6.11	Furnish and place barrier fabric material	Square Yard	1	2.50	2.50

Appendix A - Pricing/Bid Table

Item	Item Description	Unit of Measure	Units	Unit Price	Total Cost
4.6.12	Install manhole risers	Ea. Installation	1	175.00	175.00
4.6.13	Installation of parking lot signs with poles	Ea. Installation	1	150.00	150.00
4.6.14	Installation of designated handicapped parking signs with poles	Ea. Installation	1	150.00	150.00
4.6.15	12' H - numbers for the Stadium lot	Each Number	1	10.00	10.00

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in the State of West Virginia be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Marshall University Office of Purchasing will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: BTI Contracting Inc.
 Contractor's License No.: WV- 033252

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Marshall University Office of Purchasing shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code § 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code §21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

December 2, 2019

B.T.I. Contracting, Inc.
P. O. Box 314
21229 Bear Creek Road
Catlettsburg, KY 41129
Phone 606-739-0049 Fax 304-453-6430

June 22, 2021

References

G & G Builders
Scott Depot, WV
Blake Stevens
304-757-9196

Riverside Generating Company
Catlettsburg, KY
Kim Prater
606-686-0221

Genesis Healthcare LLC
Kennett Square, PA
Mike Mayr
304-709-0187

River Cities Builders
Greenup, KY
Greg Logan
606-923-6003

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

Robert E. Scott

 (Name, Title) *Robert E. Scott, Estimator*

 (Printed Name and Title) *PO Box 314 Catlettsville, KY 41129*

 (Address) *304-453-6196* *304-453-6430*

 (Phone Number) *robertscottbtj@live.com* (Fax Number)

 (Email Address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through BONFIRE, 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 Marshall University 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 will properly register with the WV Purchasing Division and Marshall University.

BTI Contracting Inc.

 (Company) *Lisa M. Dean*

 (Authorized Signature) *LISA M. DEAN, President*

 (Printed Name and Title of Authorized Representative)

06-23-2021

 (Date) *304-453-6196* *304-453-6430*

 (Phone Number) (Fax Number)

December 2, 2019

Appendix F: Forms

WV-73
Approved / April 30, 2020



State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

I, LISA M. DEAN, after being first duly sworn, depose and state as follows:

- I am an employee of BTI Contracting Inc; and,
(Company Name)
- I do hereby attest that BTI Contracting Inc
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: LISA M. DEAN
 Signature: Lisa M. Dean
 Title: President
 Company Name: BTI Contracting Inc
 Date: 06-23-2021

Kentucky
STATE OF WEST VIRGINIA,

COUNTY OF Boyd, TO-WIT:

Taken, subscribed and sworn to before me this 23rd day of June, 2021.

By Commission expires 2-12-2022

(Seal)

Mawrita C Lucas
 (Notary Public) #595128

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: BTI Contracting Inc

Authorized Signature: Lisa M. Dean Date: 06-23-2021

State of Kentucky

County of Boyd, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of June, 2021.

My Commission expires 2-12-2022, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC Maunata C Lucas
#395128

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: BTF Contracting, Inc. Address: P.O. Box 314
Catlettsburg, KY 41129

Name of Authorized Agent: Lisa M. Dear Address: PO Box 314 Catlettsburg KY 41129

Contract Number: MU21PAVING Contract Description: Asphalt Paving

Governmental agency awarding contract: Marshall University

Check here if this is a Supplemental Disclosure

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

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

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

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

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

Lisa M. Dear

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: Lisa M. Dear

Date Signed: 06-23-2021

Notary Verification

State of Kentucky, County of Boyd

I, Lisa M. Dear, 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 23rd day of June, 2021

Dawnta C Lucas
Notary Public's Signature 1595128

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Attachment # 1

BTI Contracting Project Listing

Page 1 of 6

Project #	Work Type	Award Date	Owner	Prime Contractor	Completion Date	Prime/ Sub	Contract Amount
180806	Excavation, Asphalt Paving, Crack Fill, Sealcoating & Striping	8/6/2018	Genesis Healthcare LLC Teays Valley Center 590 N Poplar Fk Road Hurricane, WV 25526	BTI Contracting Inc. PO Box 314 Cattlettsburg, KY	9/11/2018	Prime	\$40,647.00
180822	Sealcoating, Crack Fill, Striping & Asphalt Patching	8/22/2018	Peoples Federal Credit Union 419 First Ave Nitro, WV	BTI Contracting Inc. PO Box 314 Cattlettsburg, KY	9/30/2018	Prime	\$9,205.00
180824	Sealcoating, Crack Fill, Striping & Asphalt Patching	8/24/2018	Fourteen Foods Cannonsburg Dairy Queen 7101 West 78th Street Minneapolis, MN 55439	BTI Contracting Inc. PO Box 314 Cattlettsburg, KY	9/20/2018	Prime	\$13,650.00
180827	Sealcoating, Crack Fill, Striping & Asphalt Patching	8/27/2018	Fourteen Foods Olive Hill Dairy Queen 7101 West 78th Street Minneapolis, MN 55439	BTI Contracting Inc. PO Box 314 Cattlettsburg, KY	10/4/2018	Prime	\$8,320.00
180913	Sealcoating & Striping	9/13/2018	Calgon Carbon Rt 23 South Cattlettsburg, KY 41129	BTI Contracting Inc. PO Box 314 Cattlettsburg, KY	9/15/2018	Prime	\$8,975.00
1809	Asphalt Paving, Sealcoating & Striping	9/27/2018	Ky Community & Technical College 300 North Main Street Versailles, KY	BTI Contracting Inc. PO Box 314 Cattlettsburg, KY	12/21/2018	Prime	\$198,200.00
1810	Stone Grading & Asphalt Paving	10/2/2018	Columbia Gas of KY 2001 Mercer Road Lexington, KY	C.J. Hughes Construction Co. 75 West Third Ave Huntington, WV	10/19/2018	Sub	\$16,350.00
1810	Stone Grading & Asphalt Paving	10/3/2018	Columbia Gas of KY 2001 Mercer Road Lexington, KY	C.J. Hughes Construction Co. 75 West Third Ave Huntington, WV	10/19/2018	Sub	\$12,775.00

Project #	Work Type	Award Date	Owner	Prime Contractor	Completion Date	Prime/ Sub	Contract Amount
1811	Stone Grading & Asphalt Paving	11/8/2018	Columbia Gas of KY 2001 Mercer Road Lexington, KY	C.J. Hughes Construction Co. 75 West Third Ave Huntington, WV	12/10/2018	Sub	\$14,700.00
1812	Asphalt Paving	12/13/2018	Columbia Gas of KY 2001 Mercer Road Lexington, KY	C.J. Hughes Construction Co. 75 West Third Ave Huntington, WV	12/20/2018	Sub	\$18,375.00
18121	Asphalt Paving	12/14/2018	Columbia Gas of KY 2001 Mercer Road Lexington, KY	C.J. Hughes Construction Co. 75 West Third Ave Huntington, WV	12/20/2018	Sub	\$40,875.00
18122	Asphalt Paving	12/14/2018	Columbia Gas of KY 2001 Mercer Road Lexington, KY	C.J. Hughes Construction Co. 75 West Third Ave Huntington, WV	1/8/2019	Sub	\$56,875.00
18123	Asphalt Paving & Cold Planing	12/13/2018	Columbia Gas of KY 2001 Mercer Road Lexington, KY	C.J. Hughes Construction Co. 75 West Third Ave Huntington, WV	1/8/2019	Sub	\$44,250.00
194	Stone Grading & Asphalt Paving	4/3/2019	Holston Gasses 368 Terry Blvd Louisville, KY 40229	BTI Contracting PO Box 314 Cattetsburg, KY 41129	4/9/2019	Prime	\$42,735.00
1941	Asphalt Paving & Grate Installation	4/5/2019	Tony Wallace 444 Glover Lane South Shore, KY 41175	BTI Contracting Inc. PO Box 314 Cattetsburg, KY	5/10/2019	Prime	\$7,818.00
1942	Asphalt Paving	4/9/2019	Walmart 12504 US Rt 60 Ashland, KY	Rick Shipman Construction 15018 County Rd 413 Dexter, MO 63841	4/11/2019	Sub	\$17,650.00
1943	Asphalt Paving	4/16/2019	Morgan Creek Farm 7719 Grandview Lake Road Ashland, KY	BTI Contracting Inc. PO Box 314 Cattetsburg, KY	5/16/2019	Prime	\$16,975.00
519	Sealcoating, Crack Fill, Striping & Asphalt Patching	5/8/2019	Emandel Realty Company 1411 US Rt 60 Huntington, WV	BTI Contracting Inc. PO Box 314 Cattetsburg, KY	5/23/2019	Prime	\$8,769.00

Project #	Work Type	Award Date	Owner	Prime Contractor	Completion Date	Prime/ Sub	Contract Amount
190513	Stone Grading & Asphalt Paving	5/13/2019	Ridge Investment Group	Ashley Construction	6/29/2019	Sub	\$115,940.00
			Dollar Tree	501 Beartooth Road			
			Grayson, KY 41143	Farrington, Missouri 63640			
190701	Sealcoating, Crack Fill, Striping & Asphalt Patching	7/1/2019	Three Rivers Medical Center	BTI Contracting Inc.	7/18/2019	Prime	\$39,275.00
			PO Box 769	PO Box 314			
			Louisa, KY 41230	Catlettsburg, KY			
190725	Asphalt Paving	7/25/2019	City of Olive Hill	Connhurst LLC	10/11/2019	Sub	\$68,702.50
			Olive Hill, KY 41164	3534 St. Hwy 1626			
				Olive Hill, KY			
190710	Wilson Creek Church	7/10/2019	Wilson Creek Church	BTI Contracting Inc.	8/12/2019	Prime	\$25,100.00
			6994 Wilson Creek Road	PO Box 314			
			Grayson, KY 41143	Catlettsburg, KY			
190821	Sealcoating, Crack Fill, Striping & Asphalt Patching	8/21/2019	Cobblestone HOA	BTI Contracting Inc.	11/5/2019	Prime	\$79,595.00
			PO Box 952	PO Box 314			
			Scott Depot, WV 25560	Catlettsburg, KY			
190815	Sealcoating, Crack Fill, Striping & Asphalt Patching	8/15/2019	Eldridge Chiropractic	BTI Contracting Inc.	8/24/2019	Prime	\$10,500.00
			7707 US Rt 60	PO Box 314			
			Ashland, KY 41102	Catlettsburg, KY			
202	Asphalt Paving	2/19/2020	Riverside Generating Company	BTI Contracting Inc.	9/2/2020	Prime	\$58,595.00
			25038 KY Hwy 23	PO Box 314			
			Catlettsburg, KY 41129	Catlettsburg, KY			
204	Milling & Asphalt Paving	4/28/2020	WV Division of Highways	Alan Stone Co.	6/10/2020	Sub	\$24,755.00
			Charleston, WV	PO Box 186			
				Williamstown, WV			
205	Milling & Asphalt Paving	5/5/2020	Safe Harbor	BTI Contracting Inc.	5/26/2020	Prime	\$29,995.00
			3700 Lands Down	PO Box 314			
			Ashland, KY	Catlettsburg, KY			
206	Milling, Asphalt Paving & Striping	6/10/2020	Genesis Health Care LLC	BTI Contracting Inc.	6/30/2020	Prime	\$72,990.00
			Hidden Valley Center	PO Box 314			
			422 23rd St. Oak Hill, WV 25901	Catlettsburg, KY			

	Work Type	Award Date	Owner	Prime Contractor	Completion Date	Prime/ Sub	Contract Amount
206	Milling & Asphalt Paving	6/30/2020	Dunlow Volunteer Fire Dept 1475 Left Fk Dunlow By-Pass	BTI Contracting Inc. PO Box 314	7/6/2020	Prime	\$9,875.00
205	Milling, Asphalt Paving, Striping & Sealcoating	5/5/2020	Wildwood Church of God 3500 South 29th St	BTI Contracting Inc. PO Box 314	7/9/2020	Prime	\$37,995.00
207	Milling, Asphalt Paving & Striping	7/7/2020	Ashland, KY 41101 Pure Country Automotive 333 CW Stevens Blvd	Catlettsburg, KY BTI Contracting Inc. PO Box 314	7/14/2020	Prime	\$33,995.00
2062	Milling, Asphalt Paving & Striping	6/11/2020	Grayson, KY 41143 Genesis Health Care LLC Colonial Center	Catlettsburg, KY BTI Contracting Inc. PO Box 314	7/21/2020	Prime	\$85,075.00
2062	Milling, Asphalt Paving & Striping	6/11/2020	2365 Nashville Road Bowling Green, KY 42101 Genesis Health Care LLC	Catlettsburg, KY BTI Contracting Inc. PO Box 314	7/23/2020	Prime	\$95,150.00
2063	Milling, Asphalt Paving & Striping	6/11/2020	Edmonson Center 813 S. Main Street Brownsville, KY 42210 Genesis Health Care LLC	Catlettsburg, KY BTI Contracting Inc. PO Box 314	7/28/2020	Prime	\$79,705.00
207	Asphalt Patching, Stripe & Sealcoating	7/16/2020	8005 US Hwy 60 West Lewisport, KY 42351 England Hill Volunteer Fire Dept	Catlettsburg, KY BTI Contracting Inc. PO Box 314	8/5/2020	Prime	\$6,500.00
208	Excavation, Milling & Asphalt Paving	8/10/2020	200 Big Sandy Rd Kenova, WV 25530 Braskem America	Mi De Con 3331 S. 3rd St. Ironton, OH 45638	8/19/2020	Sub	\$30,945.00
2072	Asphalt Paving & Stripe	7/13/2020	Catlettsburg KY Post Office 3514 Court St	BTI Contracting Inc. PO Box 314	9/13/2020	Prime	\$17,695.00

	Work Type	Award Date	Owner	Prime Contractor	Completion Date	Prime/ Sub	Contract Amount
2073	Asphalt Paving	7/22/2020	WV Division of Highways Charleston, WV	Benchmark Construction PO Box 1018 Hurricane, WV 25526	9/16/2020	Sub	\$45,857.50
2074	Excavation & Asphalt Paving	7/23/2020	84 Lumber Development 1019 Rt 519 - Building 4 Eighty Four, PA 15330	BTI Contracting Inc. PO Box 314 Catlettsburg, KY	9/23/2020	Prime	\$38,900.00
209	Asphalt Paving	9/1/2020	City of Charleston 501 Virginia St. East Charleston, WV 25301	Bear Contracting PO Box 1196 Bridgeport, WV	10/20/2020	Sub	\$16,645.00
2010	Milling, Asphalt Paving & Striping	10/12/2020	Genesis Health Care LLC Ravenswood Village Healthcare 200 S. Ritchie Ave Ravenswood, WV 26164	BTI Contracting Inc. PO Box 314 Catlettsburg, KY	10/22/2020	Prime	\$75,500.00
2092	Milling, Asphalt Paving & Striping	9/1/2020	The Jordan Center 270 E. Clayton Lane Louisa, KY 41230	BTI Contracting Inc. PO Box 314 Catlettsburg, KY	11/5/2020	Prime	\$73,345.00
212801	Milling, Asphalt Paving & Striping	1/28/2021	United Bank 555 C Street Ceredo, WV 25507	BTI Contracting Inc. PO Box 314 Catlettsburg, KY	4/26/2021	Prime	\$134,900.00
2101	Milling & Asphalt Paving	3/24/2021	Columbia Gas of KY 2001 Mercer Road Lexington, KY	Tribute Contracting 2125 Co Rd 1 South Point, OH	4/6/2021	Sub	\$27,750.00
2102	Asphalt Paving	4/19/2021	WV Division of Highways District 2 Charleston, WV	BTI Contracting Inc. PO Box 314 Catlettsburg, KY	4/28/2021	Prime	\$94,612.61
2103	Asphalt Paving	4/19/2021	WV Division of Highways District 2 Charleston, WV	BTI Contracting Inc. PO Box 314 Catlettsburg, KY	5/6/2021	Prime	\$177,807.95
212204	Asphalt Paving & Striping	4/22/2021	United Bank 274 State Rt 34 Scott Depot, WV 25560	BTI Contracting Inc. PO Box 314 Catlettsburg, KY	5/18/2021	Prime	\$38,500.00

	Work Type	Award Date	Owner	Prime Contractor	Completion Date	Prime/ Sub	Contract Amount
2104	Asphalt Paving	4/19/2021	WV Division of Highways District 2 Charleston, WV	BTI Contracting Inc. PO Box 314	5/21/2021	Prime	\$667,434.04
			US 52 Delbarton - Taylorsville 02-21-0254	Catlettsburg, KY			
2105	Asphalt Paving	4/28/2021	WV Division of Highways District 1 Charleston, WV	BTI Contracting Inc. PO Box 314	5/24/2021	Prime	\$120,028.54
			Alum Creek Road 01-21-04332	Catlettsburg, KY			
2105-2	Asphalt Paving	4/28/2021	WV Division of Highways District 1 Charleston, WV	BTI Contracting Inc. PO Box 314	5/26/2021	Prime	\$68,026.99
			CR 5/1 & CR 5/2 Trace Fork 02-21-0194	Catlettsburg, KY			
2105-3	Asphalt Paving	4/28/2021	WV Division of Highways District 1 Charleston, WV	BTI Contracting Inc. PO Box 314	5/26/2021	Prime	\$26,705.78
			Shady Side Road 01-21-04330	Catlettsburg, KY			
212204	Asphalt Paving	4/26/2021	City of Russell PO Box 394	BTI Contracting Inc. PO Box 314	6/8/2021	Prime	\$126,849.88
			Russell, KY 41169	Catlettsburg, KY			

B.T.I. Contracting, Inc.
P. O. Box 314
21229 Bear Creek Road
Catlettsburg, KY 41129
Phone 606-739-0049 Fax 304-453-6430

Attachment # 2

Officers & Directors

President, Treasurer & Director: Lisa M. Dean
21229 Bear Creek Road
Catlettsburg, KY 41129

Vice-President & Treasurer: Elizabeth Dean
21229 Bear Creek Road
Catlettsburg, KY 41129

Supervisors & Project Managers

Daron F. Dean
21229 Bear Creek Road
Catlettsburg, KY 41129

Dwayne Stiltner
32 Kenova Ave.
Wayne, WV 25570

James Christian
22042 St Rt 3
Rush, KY 41168

Robert E. Scott
508 11th Ave
Huntington, WV 25701

Lisa M. Dean

21229 Bear Creek Road

Catlettsburg, KY 41129

PH: 606-928-1955

1985 – 1999

Contracting Specialists with the US Army Corps of Engineers – Huntington District

- Duties included awarding maintenance, service and material contracts up to \$500,000.00 in value.
- Administrative supervision of awarded contracts.
- Liaison between contractors and Corps personnel during contract duration.
- Recipient of the "Commanders Award for Civilian Service (US Dept. of the Army) June 9, 1997.

1999 – 2012

Vice President and Treasurer of Blacktop Industries and Equipment Company

- Administrative supervision of employees working in accounts payable/receivable, responsible for acquisition of all permits, licenses and reports.
- Supervision of all clerical staff.
- Supervision of all purchasing activities and sub-contractor administration.

2000 – Present

President of BTI Contracting

- Supervision for all administrative duties of the company.
- Supervision of all clerical staff.
- Received certification as a "Women Business Enterprise" by the State of Kentucky Minority and Women Business Enterprise in 2012.

DARON F. DEAN
21229 BEAR CREEK ROAD
CATLETTSBURG, KENTUCKY 41129
PH: 606-739-0049

Education Background

Ceredo - Kenova High School - Kenova, WV
Marshall University - Huntington, WV

1979 -1982 Blacktop Industries - Kenova, WV

Sealing and Striping Crewmember

Sealed parking lots with a tarmac *coal* emulsion sealer. painted stripes for parking. placed and removed bumper blocks.

1982 -1984 Blacktop Industries - Kenova, WV

Paving, General laborer & Screed Operator

Placed hot mixed asphalt on driveways. parking lots and roadways.

1984 - 1987 Blacktop Industries - Kenova, WV

Estimator and general sales.

Went out and measured job size and what it took to pave the project. Invoiced jobs when completed and helped in collection of invoices.

1987 - 2012 Blacktop Industries - Kenova, WV

Owner

I purchased Blacktop Industries in 1987. from my father and took over the day to day management. I handle all the finances. help in invoicing of jobs when completed and collections. I oversee the job Foreman's in establishing the correct and most effective way in executing a project. I bid and successfully completed asphalt paving contract jobs for the West Virginia Department of Highways and the Kentucky Department of Transportation.

**2012 - Present BTI Contracting - Catlettsburg,
KY Officer**

I supervise all craft personnel and job supervisors. I supervise all project scheduling and execution.

Experience:

I have overseen and handled all size of projects from a \$100.00 driveway to a \$2 million dollar Wal- Mart's and Home Depot. BTI Contracting does everything associated with asphalt paving: we cut grade, set grade, place stone. place filter fabric. utility work. excavation work. concrete, sea ling and striping.

Dwayne Stiltner
32 Kenova Avenue
Wayne, WV 25570
606-739-0049

Education Background

Wayne High School - Wayne, WV

1994-1997 Followay Blacktop Company - Lavalette, WV

- Started as a General Laborer on the paving crew. Was moved up to Screed Operator after one year.
- Moved up to Roller Operator and Assistant Foreman in 1996.
- Started as a Paver Operator in late 1997.

1997-2006 Blacktop Industries and Equipment Company - Kenova, WV

- Started as a Paver Operator.
- Promoted to Paving Superintendent in 2000. I supervised private, commercial and Department of Highways projects in West Virginia and Kentucky.

2007-2013 Asphalt Contractors and Site Work - Lavalette, WV

- Paving Superintendent. I supervised private and commercial paving jobs.

2014- Present BTI Contracting - Catlettsburg, KY

- Paving Superintendent. I supervise private and commercial paving jobs.

Experience:

I have worked as a laborer, rake man, screed operator, roller operator and paver operator. On my last three jobs I have served as a paving superintendent. I have supervised the completion of projects for the West Virginia Department of Transportation, The Kentucky Department of Transportation and projects of various sizes in the private and commercial sector.

James Christian

22042 State Rt. 3

Rush, KY 41168

Education Background

Boyd County High School – Ashland, KY

2018 to Present **BTI Contracting Inc – Catlettsburg, KY**

- Estimator and Project Manager

2006 to 2017 **Extreme Archery – Ashland, KY**

- General Manager of Production and Sales

Experience:

I visit job sites and prepare estimates, proposals, and sealed bids for customers. I supervise projects from start to completion and serve as a contact between our company and our customers.

Robert E. Scott
508 11th Ave.
Huntington, WV 25701
606-739-0049

Education Background

Wayne High School- Wayne, WV
Marshall University - Huntington WV

1985 - 1989

Followay Blacktop Company - Lavalette, WV Job Estimator - Materials Technician

- Bidding projects on a competitive basis and submitting proposals to private customers, prime contractors and project owners for asphalt paving projects.
- Responsible for laboratory testing and sampling of asphalt materials to ensure compliance with Department of Highways specifications.

1990 - 1991

WV Department of Highways - Huntington, WV Materials Technician

- Responsible for laboratory testing and sampling of asphalt and concrete materials to ensure compliance with Department of Highways specifications.

1992 - 1993

West Virginia Paving - Dunbar, WV Materials Technician

- Responsible for laboratory testing and sampling of asphalt materials to ensure compliance with West Virginia and Ohio Department of Highways specifications.

1997 - 2001

Blacktop Industries & Equipment Company - Kenova, WV Job Estimator

- Bidding projects on a competitive basis and submitting proposals to private customers, prime contractors and project owners for asphalt paving projects.

2002 - 2007

Skilton Contracting - Lexington, KY Job Estimator - Asphalt Plant Manager

- Bidding projects on a competitive basis and submitting proposals to private customers, prime contractors and project owners for asphalt paving projects. Responsible for asphalt plant sales and management.

2008 - Present

BTI Contracting - Catlettsburg, KY Job Estimator

- Bidding projects on a competitive basis and submitting proposals to private customers, prime contractors and project owners for asphalt paving projects

Certifications:

WV Department of Highways Certifications:

- Bituminous Concrete Technician - March 1987
- Portland Cement Concrete Technician - May 1988
- Nuclear Compaction Technician - June 1988

BTI CONTRACTING, INC.
P.O. BOX 29
KENOVA, WEST VIRGINIA 25530
PHONE: 304-453-6196
FAX: 304-453-6430

PURPOSE

It is the policy of **BTI CONTRACTING, INC.** ("the Employer") that its covered employees be free of substance and alcohol abuse. Consequently, the use of illegal drugs by covered employees is prohibited. Further, covered employees shall not use alcohol or engage in "prohibited conduct" as defined herein. The overall goal of the policy is to ensure a drug-and alcohol-free transportation environment and to reduce accidents, injuries, and fatalities.

DEFINITION OF A COVERED EMPLOYEE

A covered employee, as defined in ~382.107, means "any person who operates a commercial motor vehicle. This includes, but is not limited to: full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer."

CONSEQUENCES OF POLICY VIOLATION

Any covered employee who becomes unqualified or engages in prohibited conduct as set forth herein may be subject to the following:

1. If covered employee tests positive he/she must be removed from covered service until evaluation by a DOT knowledgeable Substance Abuse Professional. The **EMPLOYEE** will cover all costs for testing, evaluation, and treatment.
2. If covered employee test positive a second time he/she will be **terminated**.

PROHIBITED CONDUCT

The following shall be considered "prohibited conduct" for purposes of this policy:

1. No covered employee shall report for duty while having an alcohol concentration of .04 or greater.
2. No covered employee shall be on duty or operate a commercial motor vehicle while the covered employee possesses alcohol unless the alcohol is manifested and transported as part of the shipment.
3. No covered employee shall use alcohol while performing safety-sensitive functions.
4. No covered shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. No covered employee required to take a post-accident test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post-accident alcohol test, whichever occurs first.

6. No covered employee shall refuse to submit to a post-accident, random, reasonable suspicion, return-to-duty, or follow-up alcohol or drug test.
7. No covered shall report for duty or remain on duty when the covered employee uses any controlled substance, except when use is pursuant to the instructions of a physician who has advised the covered employee that the substance does not adversely affect the covered employee's ability to operate a commercial motor vehicle.

If a covered employee engages in prohibited conduct, the covered employee is not qualified to drive a commercial motor vehicle and shall be immediately removed from service. The Employer may, in its discretion, at the request of the covered employee, keep the covered employee's position open while such covered employee attempts to become requalified. **Option:** *The Employer may also take action against the covered employee up to and including termination.*

REFUSAL TO TEST

A refusal to test is defined as conduct that would obstruct the proper administration of a test. Refusing to sign Step 2 of the alcohol form is considered a refusal to test. A delay in providing urine, breath or saliva specimen could be considered a refusal. If a covered employee cannot provide a sufficient quantity of urine or breath, he/she will be evaluated by a physician of the employer's choice. If the physician cannot find a legitimate medical explanation for the inability to provide a specimen (either breath or urine), it will be considered a refusal to test. In that circumstance the covered employee has violated one of the prohibitions of the regulations. **Option:** *Refusal to submit to the types of drug and alcohol tests employed by the Employer will be grounds for refusal to hire covered employee/applicants and to terminate employment of existing covered employees.*

TYPES OF TESTS

Pursuant to regulations promulgated by the Department of Transportation (DOT), the Employer has implemented six circumstances for drug and alcohol testing: (1) pre-employment (drug testing only); (2) post-accident testing; (3) random testing; (4) reasonable suspicion testing; (5) return-to-duty testing; and (6) follow-up testing.

PRE-EMPLOYMENT TESTING

All applicants for safety-sensitive positions must submit to urine drug tests. A covered employee/applicant is not required to submit to a urine drug test if (1) the Employer can verify that covered employee has participated in a valid drug testing program within the preceding thirty (30) days; and (2) while participating in that program, was either tested within the past six (6) months or participated in a random selection program for the previous twelve (12) months; and (3) no prior employer has knowledge that the covered employee violated any part of the regulations within the last six months. Applicants must sign a release form in order for previous employers to release this information.

RANDOM TESTING

The Employer conducts random drug and alcohol testing. The Employer or its agents will submit all covered employee's names to a random selection system. The random selection system provides an equal chance for each covered employee to be selected each time random selection occurs. Random selections will be reasonably spread throughout the year. The Employer will drug test, at a minimum, 50 percent of the average number of covered employee positions in each calendar year or at a rate established by the Department of Transportation for the given year. The Employer will select, at a minimum, 25 per cent of the average number of covered employee positions in each calendar year for random alcohol testing, or at the rate established by the DOT for the given year. Random selection, by its nature, may result in covered employees being selected in successive selections or more than once a calendar year. Alternatively, some covered employees may not be selected in a calendar year.

If a covered employee is selected at random, for either drug or alcohol testing, an Employer official will notify the covered employee. Once notified, every action the covered employee takes must lead to a collection. If the covered employees engages in conduct that does not lead to a collection as soon as possible after notification, such conduct may be considered a refusal to test.

POST-ACCIDENT TESTING

The covered employee must submit to drug and alcohol testing any time he or she is involved in an accident while performing a safety-sensitive function where (1) a fatality is involved; or (2) the covered employee receives a citation for a moving violation arising from the accident, and any party involved requires immediate treatment for an injury away from the accident scene, or if any vehicle involved incurs "disabling damage" (i.e., must be towed away). Following any accident while performing a safety-sensitive function, the covered employee must contact the Employer as soon as possible. The covered employee has been presented with information setting forth certain instructions for post-accident drug and alcohol testing. The covered employee shall follow the instructions contained in the information as well as any additional instructions from the Employer or its representative.

Any time a post-accident drug or alcohol test i.e. required it must be performed as soon as possible following the accident. If no alcohol test can be made within eight (8) hours, attempts to perform an alcohol test shall cease. If no urine collection can be obtained for purposes of post-accident drug testing within thirty-two (32) hours, attempts to make such collection shall cease.

In the event that federal, state, or local officials conduct breath or blood tests for the use of alcohol and/or urine tests for the use of controlled substances following an accident, these tests may meet the requirements of this section, provided the tests conform to applicable federal, state, or local requirements. The Employer may request testing documentation from such agencies, and may ask the covered employee to sign a release allowing the Employer to obtain such tests results.

In the event a covered employee is so seriously injured that the covered employee cannot provide a sample of urine, breath or saliva at the time of the accident, the covered employee may provide necessary authorization for the Employer to obtain hospital records or other documents that would indicate the presence of controlled substances or alcohol in the covered employee's system at the time of the accident.

REASONABLE SUSPICION TESTING

Reasonable suspicion for requiring a covered employee to submit to drug and/or alcohol testing shall be deemed to exist when a covered employee, while performing a safety-sensitive function, manifests physical or behavioral symptoms or reactions commonly attributed to the use of controlled substances or alcohol. Such covered employee conduct must be witnessed by at least one supervisor trained in compliance with Section 382.603. Should a supervisor observe such symptoms or reaction, the covered employee must submit to testing.

SUBSTANCE ABUSE EVALUATION, RETURN-TO-DUTY, AND FOLLOW-UP TESTING

Any covered employee who engages in prohibited conduct shall be provided with the names, addresses, and telephone numbers of qualified substance abuse professionals (SAPs). If the covered employee desires to become requalified, the covered employee must be evaluated by a SAP and submit to any treatment the SAP prescribes. Following evaluation and treatment, if any, in order to become requalified, the covered employee must submit to and successfully complete a return-to-duty drug and/or alcohol test. If treatment is required and completed, the covered employee is also subject to follow-up testing. Follow-up testing is separate from and in addition to the Employer's reasonable suspicion, post-accident, and random testing procedures. The schedule for follow-up testing shall be unannounced and in accordance with the instructions of the SAP. Follow-up testing may continue for a period of up to sixty- (60) months following the covered employee's return to duty. No fewer than six (6) tests shall be performed in the first twelve- (12) months of follow-up testing. *Option: The costs of any SAP evaluations or prescribed treatment shall be borne by the covered employee. The Employer does not guarantee or promise a position to the covered employee should he/she regain qualified status.*

AUTHORIZATION FOR PREVIOUS TEST RECORDS

Within 14 days of performing a safety-sensitive function, DOT regulations require that the Employer obtain certain drug and alcohol testing records from covered employee's previous employers for the previous two years. The purpose is to maintain and continue employee records indicating violations of any DOT rule pertaining to controlled substance or alcohol use within the previous two- (2) years. As a condition to employment, the covered employee shall provide the Employer with a written authorization for all previous employers within the past two years to release such drug and alcohol testing records, as the regulations require.

DRUG URINALYSIS

Drug testing will be performed through urinalysis. Urinalysis will test for the presence of drugs and/or metabolites of the following controlled substances: (1) marijuana; (2) cocaine; (3) opiates; (4) amphetamines; and (5) phencyclidine (PCP).

The urinalysis procedure starts with the collection of a urine specimen. Urine specimen will be submitted to an SAMSHA-certified laboratory for testing. As part of the collection process, the specimen provided will be split into two vials; a primary vial and a secondary vial. In the event that the primary specimen tests positive, a confirmation test of that specimen will be performed before being reported by the laboratory to the MRO as a positive.

All laboratory results will be reported by the laboratory to a Medical Review Officer (MRO) designated by the Employer. Negative test results shall be reported by the MRO to the Employer.

Before reporting a positive test results to the Employer, the MRO will attempt to contact the covered employee directly, the MRO will contact the Employer management official designated in advance by the Employer, who shall, in turn, contact the covered employee and direct the covered employee to contact the MRO. Upon being so directed, the covered employee shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. In the MRO's sole discretion, a determination will be made as to whether a result is positive or negative. If, after failing to contact the MRO after five (5) days, or if the covered employee cannot be contacted at all within fourteen (14) days, the MRO may verify the test as positive. After any positive verification the covered employee may petition the MRO to reopen the case for reconsideration.

Pursuant to DOT regulations, individual test results for covered employee/applicants and covered employees will be released to the Employer and will be kept strictly confidential unless consent for the release of the test results has been obtained. Any individual who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

An individual testing positive may make a request of the MRO to have the secondary vial tested. This request must be made in writing to the MRO within 72 hours of being notified by the Employer of a positive test result. The secondary vial must be tested by a different SAMSHA-certified lab than tested the primary specimen. The individual making the request for a test of the second specimen is responsible for all costs associated with the test.

ALCOHOL TESTS

Alcohol tests will be performed using a device that is on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL) and meets the DOT's testing requirements. This may be a breath testing device or a saliva-testing device, and may be provided through a vendor or agent. The device will be operated by a technician who is certified and trained on the specific device he or she will be operating. The covered employee shall report to the alcohol-testing site as notified by the Employer. All alcohol tests shall be performed just prior to, during, or just after duty. The covered employee shall follow all instructions given by the alcohol technician.

Any initial test indicating a blood alcohol concentration (BAC) of .02 or greater will be confirmed on an evidential breath testing device (EBT) operated by a breath alcohol technician (BAT). The confirmation test will be performed no sooner than 15 minutes and no later than 30 minutes following the completion of the initial test. In the event the confirmation tests indicates a BAC of .02 to .0399, the covered employee shall be removed from duty for 24 hours or until hi/her next scheduled on-duty time, whichever is longer. Covered employees with tests indicating a BAC of .04 or greater are considered to have engaged in prohibited conduct.

Option: *This may result in disciplinary action up to and including termination.*

TRAINING

The Employer shall ensure supervisors designated to determine whether or not reasonable suspicion exists to require a covered employee to undergo testing under Section 382.307 receive at least 60 minutes of training on recognizing alcohol misuse, and receive at least 60 minutes of training on recognizing controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

EDUCATIONAL MATERIALS

The Employer shall provide educational materials that explain the requirements of Section 382.601, consequences of violating the regulations, and the employer's policies and procedures with the respect to meeting these requirements. The materials supplied to covered employees may include information on additional employer policies with respect to the use or possession of alcohol or controlled substances, for example, the consequences for a covered employee found to have a specified alcohol or controlled substances level based on the employer's authority independent of Section 382.601. The Employer shall ensure each covered is required to sign a statement certifying that he or she has received a copy of these materials described in Section 382.601.

This policy is not intended nor should it be constructed as a contract between the Employer and the covered employee. This policy may be changed at any time at the sole discretion of the Employer.

BTI CONTRACTING, INC.

Safety Manual

Kenova, WV

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EQUAL EMPLOYMENT;

2-1-1

BTI Contracting's continued success depends on the full and effective utilization of qualified persons regardless of race, color, physical or mental handicap, religion, ethnic origin, veterans status, sex or age, as provided under applicable Federal or State law. The company has established an obligation to hire and develop the best people we can find basing our judgment on their job-related qualifications.

2-1-2

It is our intention to direct our employment and personnel practices toward insuring the concept of equal opportunity for all. Therefore, all matters related to hiring, training, benefits, compensation,



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: BTI CONTRACTING INC

Risk ID: 913590171

Rating Effective Date: 08/22/2021

Production Date: 02/23/2021

State: INTERSTATE

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
KY	.10	6,412	9,724	3,312	0	21,750	0	0
WV	.10	22,731	35,964	13,233	0	24,000	3,960	3,960
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.10		29,143	45,688	16,545	0	23,521	1,188	1,188

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 1,188	$C * (1 - A) + G$ 49,750	(A) * (F) 0	(J) 50,938
Expected	(E) 16,545	$C * (1 - A) + G$ 49,750	(A) * (C) 2,914	(K) 69,209
	ARAP	FLARAP	SARAP	MAARAP
Factors	1.00			(J) / (K) .74

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: BTI CONTRACTING INC

Risk ID: 913590171

Rating Effective Date: 08/22/2021

Production Date: 02/23/2021

State: INTERSTATE

16-KENTUCKY Firm ID: Firm Name: BTI CONTRACTING INC

Carrier: 15762 Policy No. WCB1020017 Eff Date: 08/22/2017 Exp Date: 08/22/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE DEVELO	0	0					
Policy Total:				Subject Premium:	0	Total Act Inc Losses:			0	

16-KENTUCKY Firm ID: Firm Name: BTI CONTRACTING INC

Carrier: 15762 Policy No. WCB1020017 Eff Date: 08/22/2018 Exp Date: 08/22/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5221	1.58	.35	184,349	2,913	1,020					
6217	2.08	.33	168,846	3,512	1,159					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:				353,195	Subject Premium:	21,953	Total Act Inc Losses:			0

16-KENTUCKY Firm ID: Firm Name: BTI CONTRACTING INC

Carrier: 15762 Policy No. WCB1020017 Eff Date: 08/22/2019 Exp Date: 08/22/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5221	1.58	.35	139,560	2,205	772					
5474	1.92	.33	56,997	1,094	361					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:				196,557	Subject Premium:	8,396	Total Act Inc Losses:			0

47-WEST VIRGINIA Firm ID: Firm Name: BTI CONTRACTING INC

Carrier: 15762 Policy No. WCB1020017 Eff Date: 08/22/2017 Exp Date: 08/22/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5221	1.26	.43	164,088	2,068	889	2017031760	06	F	674	674
6217	1.03	.35	85,114	877	307					
7228	1.55	.36	560,894	8,694	3,130					
8742	.11	.42	64,136	71	30					
8810	.07	.50	145,934	102	51					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:				1,020,166	Subject Premium:	26,404	Total Act Inc Losses:			674

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: BTI CONTRACTING INC

Risk ID: 913590171

Rating Effective Date: 08/22/2021

Production Date: 02/23/2021

State: INTERSTATE

47-WEST VIRGINIA Firm ID: Firm Name: BTI CONTRACTING INC

Carrier: 15762 Policy No. WCB1020017 Eff Date: 08/22/2018 Exp Date: 08/22/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
7219	1.55	.36	748,089	11,595	4,174	NO. 3	06	*	3,142	3,142
8393	.40	.51	50,243	201	103					
8810	.07	.50	235,803	165	83					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			1,034,135	Subject Premium:	31,261	Total Act Inc Losses:		3,142		

47-WEST VIRGINIA Firm ID: Firm Name: BTI CONTRACTING INC

Carrier: 15762 Policy No. WCB1020017 Eff Date: 08/22/2019 Exp Date: 08/22/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5221	1.26	.43	128,273	1,616	695	2020007725	06	F	144	144
5474	1.62	.34	74,481	1,207	410					
7219	1.55	.36	538,742	8,351	3,006					
8227	1.10	.32	72,098	793	254					
8380	.62	.46	1,638	10	5					
8742	.11	.42	125,015	138	58					
8810	.07	.50	108,873	76	38					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			1,049,120	Subject Premium:	35,739	Total Act Inc Losses:		144		

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* Total by Policy Year of all cases \$2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW
C Catastrophic Loss E Employers Liability Loss # Limited Loss

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV033252

Classification:
ASPHALT

BTI CONTRACTING INC
DBA BLACKTOP INDUSTRIES
21229 BEAR CREEK ROAD
CATLETTSBURG, KY 41129

Date Issued


JUNE 13, 2021

Expiration Date

JUNE 13, 2022



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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

MATTHEW G. BEVIN
GOVERNOR



WILLIAM M. LANDRUM III
SECRETARY
FINANCE AND ADMINISTRATION CABINET

MWBE

MINORITY & WOMEN BUSINESS ENTERPRISE

This certificate acknowledges that

BTI Contracting, Inc.

has been certified as a Women Business Enterprise
by the Commonwealth of Kentucky.

A blue ink signature of Matthew G. Bevin, written over a horizontal line.

MATTHEW G. BEVIN
GOVERNOR



Expiration: December 30, 2021

A blue ink signature of William M. Landrum III, written over a horizontal line.

WILLIAM M. LANDRUM III
SECRETARY
FINANCE AND ADMINISTRATION CABINET



CITY OF HUNTINGTON
Finance Division

**CONTRACTOR LICENSE
CERTIFICATE**

BTI CONTRACTING INC
P O BOX 314
CATLETTSBURG, KY 41129

Business License #: 829

7/1/2020 to 6/30/2021

Business Classification:

Contractor

****** Important Notice ******

This certificate is NOT transferable and must be conspicuously displayed at the location for which issued. HAWKERS and PEDDLERS must carry a copy of this certificate in every vehicle operated by them. CONTRACTORS must have a copy of this certificate displayed at job site. ALL license, tax and fees must be current to keep license in good standing. Engaging in business without conspicuously posting a valid certificate in the place of business is a violation of the Codified Ordinances of Huntington, West Virginia.

BTI CONTRACTING INC
P O BOX 314

CATLETTSBURG, KY 41129

City of Huntington
P.O. Box 1659
Huntington, WV 25717
Phone: (304) 696-5969

