



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

State of West Virginia
 Centralized Request for Quote
 Highways

Patterson Excavating, Inc. Page 1

RECEIVED
 08/10/21 11:22:03
 WV Purchasing Division

Proc Folder: 909165

Doc Description: STONE & AGGREGATE 2021 MATERIAL & PICKUP 6621C074

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-21	2021-08-11 13:30	CRFQ 0803 DOT2200000021	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name: *PATTERSON EXCAVATING, INC.*

Address: *PO Box 376*

Street:

City: *Mt. Gay*

State: *WV*

Country: *USA*

Zip: *25637*

Principal Contact: *CLARENCE PATTERSON*

Vendor Contact Phone: *304-946-2326 or 304-304-946-2399* Extension: *687-3262*

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X

FEIN# *550691972*

DATE *8-6-2021*

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

ADDITIONAL INFORMATION

REQUET FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for various sizes and types of Stone, Aggregate, Cinders, and/or Slag for PICK UP F.O.B. from the Vendor's Storage Site ONLY, by WVDOH Forces. Per the bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDOH	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDOH
PER ATTACHED PRICING PAGE AND INFORMATION ATTACHMENT FORM

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions Due by 10:00am	2021-07-29

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

Clarence Patterson
(Name, Title)

CLARENCE PATTERSON - OWNER / PRESIDENT
(Printed Name and Title)

P.O. Box 376, Mt. Gay, WV 25637
(Address)

304-946-2326 / 304-946-2399 / 304-687-3262 & secretary cell
(Phone Number) / (Fax Number)

pattersonsquarry@yahoo.com
(email address)

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

PATTERSON EXCAVATING, INC.
(Company)

Clarence Patterson
(Authorized Signature) (Representative Name, Title)

CLARENCE PATTERSON
(Printed Name and Title of Authorized Representative)

8-6-2021
(Date)

304-946-2326 / 304-946-2399 / 304-687-3262
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Stone & Aggregate Pickup by Agency

8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the contract Services provided under this contract.

8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

8.2.1 Immediate cancellation of the contract.

8.2.2 Immediate cancellation of one or more release orders issued under this contract.

8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1 **No Substitutions:** Vendor shall supply only contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this contract.

9.2 **Vendor Supply:** Vendor must carry sufficient inventory of the contract Items being offered to fulfill its obligations under this contract. By signing its bid, Vendor certifies that it can supply the contract Items contained in its bid response.

9.3 **Reports:** For Items purchased during the term of this contract, the Vendor shall provide the Agency with reports, in electronic spreadsheet format, with purchased contract Items, total dollar value, quantities, shipments, and pick up information, quarterly, or annual summaries, or upon request. Failure to supply such reports may be grounds for cancellation of this contract.

9.4 **Contract Manager:** During its performance of this contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this contract. Vendor shall provide and maintain the Agency with current email addresses, billing/payment addresses, phone numbers, fax numbers, and any changes to the Contract Manager during the life of the contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: CLARENCE PATTERSON

REQUEST FOR QUOTATION
Stone & Aggregate Pickup by Agency

Telephone Number: 304-946-2326 / 304-687-3262
Fax Number: 304-946-2399
Email Address: pattersonsquarry@yahoo.com

Vendor shall inform the Agency in writing of any changes to the information provided above and/or changes to support personnel supplied by the Vendor on ATT B within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

ATTACHMENT B (ATT B) Information Form
 Stone & Aggregate Pick Up by WVDOT 6621C074

Enter your Vendor Name: **PATTERSON EXCAVATING, Inc.**

Vendors Phone #, Email Address to contact for placing Orders: 304-946-2326 / 304-687-3262 | same email ↓

Vendors Phone #, Email Address to contact for Invoices: 304-687-3262 pattersonsquarry@yahoo.com

Vendors Phone #, Email Address to contact for Payment: 304-687-3262 pattersonsquarry@yahoo.com

This ATT B must be completed and submitted with the bid and coordinate with the Items pricing on the ATT A..

	Vendors Sources/Plants	Vendors Storage Sites
	Source Name & Location (physical address), Phone #	Location (physical address), Phone #
Limestone		
Sandstone	PATTERSON EXCAVATING, Inc. - PATTERSON QUARRY + MILL	1 mile up PINECREEK Rd. OFF ROUTE 44 OMAR, WV 25638
	Hogan, County - RT. 44	
	842 PINECREEK Rd OMAR, WV 25638	
Blast Furnace Slag		
Steel Slag		
Cinders		

Attachment A (ATT A) Pricing Page

Stone & Aggregate with Pick Up by WVDOT from Vendor's Storage Site ONLY

Vendor shall provide Storage Site information on ATT B for PICKUP

VENDOR NAME: PATTERSON Excavating, Inc.

2021-2022

		Bid Price per Ton Items A-W, Z and AA F.O.B. Vendor's Storage Site		
Contract Item	Description of Material	Limestone, Sandstone, Gravel, Sand	Blast Furnace Slag	Steel Slag
A	Class 1 Aggregate			
B	Class 2 Aggregate			
C	Class 10 Aggregate			
D	AASHTO #1 Aggregate			
E	AASHTO #3 Aggregate			
F	AASHTO #4 Aggregate			
G	AASHTO #467 Aggregate			
H	AASHTO #57 Aggregate	18.50		
I	AASHTO #67 Aggregate			
J	AASHTO #7 Aggregate			
K	AASHTO #8 Aggregate			
L	AASHTO #9 Aggregate			
M	Stone for Gabions	16.50		
N	Fine Aggregate	10.00		
OA	Limestone Standard Abrasives			
OB	Sandstone Standard Abrasives			
OC	Steel Slag for SRIC			
PA	Limestone Modified Abrasives			
PB	Sandstone Modified Abrasives			
Q	Rip Rap	18.50		
R	Shot Rock	18.50		
S	AASHTO #8 Modified			
T	AASHTO #9 Modified			
U	Pea Gravel			
V	#11 Limestone Abrasives			
W	Quarry Waste			
Z	Imbricated Stone			
AA	Cinders			

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: PATTERSON EXCAVATING / CLARENCE PATTERSON

Authorized Signature: [Signature] Date: 8-6-2021

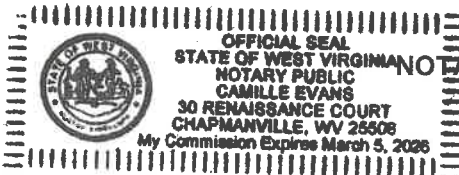
State of West Virginia

County of Logan, to-wit:

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

My Commission expires March 5, 2026.

AFFIX SEAL HERE



[Signature]
NOTARY PUBLIC

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: Patterson Exc. Inc. Address: P.O. Box 370

Mt Gay, WV 25137

Name of Authorized Agent: Address:

Contract Number: Contract Description:

Governmental agency awarding contract:

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.

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: [Handwritten Signature]

Date Signed: 8-6-2021

Notary Verification

State of West Virginia, County of Logan

I, Camille Evans, 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 6 day of August

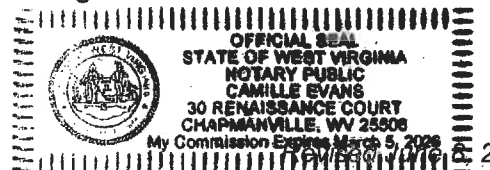
[Handwritten Signature] Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency:

Date submitted to Ethics Commission:

Governmental agency submitting Disclosure:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2021

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 Mountain State Insurance Agency 1206 Kanawha Blvd. E. Suite 100 Charleston WV 25301-2949	CONTACT NAME: Kathryn Arthur PHONE (A/C, No, Ext): (304) 720-2000 E-MAIL ADDRESS: karthur@mountainstateinsurance.com FAX (A/C, No): (304) 720-2002
	INSURER(S) AFFORDING COVERAGE INSURER A: Westfield INSURER B: Encova Insurance INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Patterson Contracting, Inc. P.O. Box 376 Mt. Gay WV 25637	


COVERAGES **CERTIFICATE NUMBER:** 21-22 Master Liability **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TRA7395616	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:	Y		TRA7395616	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			TRA7395616	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCB1007240	07/30/2021	07/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

If required by Written Contract or Agreement, State of West Virginia is an Additional insured under the General & Auto Liability for work performed by the Named Insured.

CERTIFICATE HOLDER State of West Virginia 1900 Kanawha Blvd E, Bldg 5 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 
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