



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1

List View

- General Information**
- Contact
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- Document Information
- Clarification Request

Procurement Folder: 1251517	SO Doc Code: CRFQ
Procurement Type: Central Master Agreement	SO Dept: 0803
Vendor ID: 000000203913	SO Doc ID: DOT2400000002
Legal Name: SHAMBLIN STONE INC	Published Date: 7/19/23
Alias/DBA:	Close Date: 7/27/23
Total Bid: \$0.00	Close Time: 13:30
Response Date: 07/26/2023	Status: Closed
Response Time: 10:49	Solicitation Description: ADDENDUM NO_1 Stone & Aggregate Pick Up by Agency
Responded By User ID: treymattox	Total of Header Attachments: 1
First Name: Trey	Total of All Attachments: 1
Last Name: Mattox	
Email: tmattox@wvpaving.com	
Phone: 304 7667318	



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: 1251517
Solicitation Description: ADDENDUM NO_1 Stone & Aggregate Pick Up by Agency
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-07-27 13:30	SR 0803 ESR07262300000000300	1

VENDOR
 000000203913
 SHAMBLIN STONE INC

Solicitation Number: CRFQ 0803 DOT2400000002
Total Bid: 0
Response Date: 2023-07-26
Response Time: 10:49:29
Comments:

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Stone & Aggregate -Pick up by Agency	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

Commodity Line Comments: Please see attached document.

Extended Description:

PLEASE COMPLETE ATTACHED PRICING PAGE - ATTACHMENT A



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

Proc Folder: 1251517		Reason for Modification: ADDENDUM NO_1 Vendor Questions and responses Revised Pricing Page
Doc Description: ADDENDUM NO_1 Stone & Aggregate Pick Up by Agency		
Proc Type: Central Master Agreement		
Date Issued	Solicitation Closes	Solicitation No
2023-07-19	2023-07-27 13:30	CRFQ 0803 DOT2400000002
		Version
		2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000203193
Vendor Name : Shamblin Stone Inc.
Address : 70
Street : Dunbar Avenue
City : Dunbar
State : WV **Country :** United States **Zip :** 25064
Principal Contact : Trey Mattox
Vendor Contact Phone: 304-766-7318 **Extension:** 6510

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X  **FEIN#** 55-0603724 **DATE** 7-25-2023

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

ADDENDUM NO_1 issued to publish and distribute the attached information to the Vendor Community.

REQUEST 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 Slag for Pick Up by Agency from Vendor's designated storage sites, for use on WVDOT projects throughout the state of West Virginia. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Stone & Aggregate -Pick up by Agency	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

PLEASE COMPLETE ATTACHED PRICING PAGE - ATTACHMENT A

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am)	2023-07-19

	Document Phase	Document Description	Page
DOT2400000002	Final	ADDENDUM NO_1 Stone & Aggregate Pick Up by Agency	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

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

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

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

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

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

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

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

Construction: This Contract is for construction activity more fully defined in the specifications.

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

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: 1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

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

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

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

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

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

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

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

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) Trey Mattox Sales Manager
(Address) 70 Dunbar Ave. Dunbar WV 25064
(Phone Number) / (Fax Number) 304-766-7318 304-766-7325
(Email address) tmattox@shamblinstone.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Shamblin Stone Inc.
(Company)
T. Mattox
(Signature of Authorized Representative)
Trey Mattox Sales Manager 7-25-2023
(Printed Name and Title of Authorized Representative) (Date)
304-766-7318 304-766-7325
(Phone Number) (Fax Number)
tmattox@shamblinstone.com
(Email Address)

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Vendor's quality control plan outlined in MP 700.00.51 Guide for Quality Control and Acceptance Plans for Purchase Order Contracts for Stone and Aggregate, as amended. Vendor shall provide gradation test results to the Agency within 72 hours.

- 3.2.4 Sampling Testing & Evaluation:** As per Standard Specs 704, the Agency reserves the right to have materials sampled, tested, and evaluated material deliveries. If material fails to comply with WVDOH quality requirements, the Agency, at its own discretion, shall notify Vendor that the nonconforming material will not be accepted and shall be removed and replaced at Vendor's expense, or at the option of the ordering Agency, may be left in place with reduced payment.

At the discretion of the Agency, material failing to comply with the quality requirements will not be accepted. Acceptance for gradation shall be based on test results, provided, and certified by Vendor to be true test results and representative of the material supplied to WVDOH, on consecutive random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sub-lots). A sub-lot shall consist of the quantity of material represented by a single gradation test. In the case where only one sample is taken to represent the total quantity, the sub-lot and lot will be considered the same. Frequency of sampling and testing shall be per the Vendor's quality control plan outlined in MP 700.00.51, Guide for Quality Control and Acceptance Plans for Purchase Order Contracts for Stone and Aggregate, as amended. Vendor shall provide the gradation test results to the WVDOH within 72 hours.

Gradation test results shall be averaged per MP 300.00.51, Procedural Guidelines for Maintaining Control Charts for Aggregate Gradations, as amended. When the average falls outside the applicable limits, the entire lot of material represented thereby will be considered non-conforming to the extent that the last of its sub-lots is non-conforming. When a lot of material is nonconforming, then the last sub-lot contained therein shall have its degree of non-conformance determined as set forth below.

- 3.3.1.1 Non-Conformance Price Adjustment:** When a sub-lot of material is to have its price adjusted, the percentage point difference between the non-conforming test value and the specification limit shall be determined for each sieve size determined to be non-conforming, and this value shall be multiplied by its appropriate multiplication factor as set forth in Table 1. The total measure of non-conformance of an individual sub-lot is the sum of all non-conformances on the various sieve sizes of that sub-lot. In no case, however, shall a sub-lot of material have its price adjusted more than once, and the first adjustment determined shall apply. When the total degree of non-conformance has been established and it is 12 or less, the material will be paid for at an adjusted contract price as specified in Table 2.

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Table 1

Non-Conforming Sieve Size	Multiplication Factor
Plus #40	1
#40	1.5
#50	1.5
#100	2.0 (1.3 for Abrasives & Cinders)
#20	2.5
1/2"	1
3/8"	1

Table 2

Degree of Non-Conformance	Percent Of Contract Price to Be Reduced
1.0 TO 3.0	2
3.1 TO 5.0	4
5.1 TO 8.0	7
8.1 TO 12.0	11
Greater than 12	*

*WVDOH will make a special evaluation of the material and determine action.

3.3.1.2 Non-Conforming Sub-Lots: In the event the WVDOH picks up a specific quantity of material from a stockpile, and said quantity is less than the total quantity contained in the stockpile, and it has been determined from this certified test data that a non-conforming sub-lot(s) is contained in said stockpile, the price reduction shall be calculated for the specific quantity as follows:

The percent price reduction shall be determined as set forth above for the non-conforming sub-lot. The quantity represented by the non-conforming sub-lot shall then be calculated as a percent of the total (total material contained in the stockpile). To determine the price reduction on the specific quantity picked up, multiply the percent of non-conforming material contained in the stockpile by the quantity picked up, and reduce this quantity by the percent price reduction as determined.

Example: If it has been determined that a stockpile of 100 tons contains 10 percent failing material, and said material is to have its price reduced by 4 percent, then the actual quantity picked up, say 15 tons, will be multiplied by 0.10 (10 percent failing material) which equals 1.5 tons. These 1.5 tons

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will thus have its price reduced by 4 percent. The remaining 13.5 tons will be paid for at full contract price.

If two sub-lots are non-conforming within the stockpile, calculate each separately for the adjusted payment on the quantity picked up (as above). Add these two adjusted payments together and subtract from the total the price to be paid before adjustment for tonnage picked up (TD). If three sub-lots are non-conforming, calculate each separately and subtract twice the price to be paid before adjustment for tonnage picked up, and so on.

EXAMPLE:

$(AP1 + AP2) - TD = \text{Final price to be paid after adjustments}$

OR

$(AP1 + AP2 + AP3) - 2 TD = \text{Final price to be paid after adjustments}$

WHERE: AP = price to be paid after initial adjustment for one nonconforming sub-lot determined by the above equation.

3.2.5 Continuous Stockpile: In the event material is picked up from a continuous stockpile, that is, a stockpile which is continuously being replenished while also having material removed for these applications, certification shall be based on the shipment samples.

3.2.6 Emergency Requests: Emergency requests as ordered by WVDOT District Engineer, or their designee are orders which shall be initiated within 24 hours from when the order is received by the vendor. The determination of emergency work will be in accordance with Section 2.5 of this Solicitation and prominently noted on ADO. Designated emergency requests will be paid at 1.50 times the vendors bid price.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. This is a multiple vendor award contract. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.

4.1.1 Determining Low Bid Per Project: To determine the low bid vendor for individual projects, the WVDOT District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects. A written ADO will be issued to the Vendor with the lowest overall total cost. The agency will factor mileage into this calculation using a haul cost of \$1.50 for the first ton-mile and \$0.25 for each additional

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ton-mile. This haul rate is for Agency expense assessment purposes only and is not billed to the Vendor.

WVDOH reserves the right to request any one or combination of Contract Items for which bids are awarded at the lowest overall total as set forth in this section.

- 4.2 Pricing Pages, Attachment A ("ATT A"):** Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed. Vendor may bid any or all Contract Items. Vendor shall factor into their bid prices any related overhead expenses, equipment, materials, and labor related to loading WVDOH trucks, when calculating their bid price for each Contract Items. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

The Pricing Pages contain a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

- 4.2.1** Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov
- 4.2.2** Vendor shall supply its pricing with corresponding plant source and storage site information for all Items bid.
- 4.2.3** Changing a column or row description, Contract Item description, unit of measure on the **Pricing Pages, Attachment A (ATT A)** shall result in the disqualification of Contract Item bid on the altered line.
- 4.2.4** Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2, such as pricing pages from a previous solicitation, shall result in the disqualification of Vendor's bid in its entirety.
- 4.2.5** Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award. **Failure to submit ATT A with bid submission will result in the disqualification of the Vendors entire bid.**

- 4.3 Contract Award Transition:** Upon award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the

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Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any order issued prior to the award of the contract shall remain in effect and should not be cancelled until that order is filled; however, after 10 working days of the Districts and Vendors notice, any order that has not been completely filled by the Vendors shall NOT be completed and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that order only. No orders from prior contracts should be held open by the Districts or Vendors longer than 10 working days after the effective date of use is announced for the new contract.

- 4.4 Cooperative Contracting:** The purchase prices on all Contract Items herein, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.
- 4.5 Price Adjustment of Fuel Oil #2 (Diesel Fuel):** Due to the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract, adjustment in compensation for applicable items shall be per Standard Specs 109.9, as amended, with the exception that Factor "C" in the Price Adjustment for Fuel formula is to be broken down by component, as shown in Figure 4.5A below.

The Price Adjustment for Fuel formula to be utilized for this contract is:

$$Pa = [(Mbp \div Cbp) - 1.00] \times Cbp \times C \times Q$$

Where: Pa = Price Adjustment
Mbp = Monthly base price at time of placement
Cbp = Contract Base Price at time of bidding*
C = Cost Adjustment Factors per Unit, as per Figure 4.5A
Q = 'As Constructed' Quantity

FIGURE 4.5A

Description	Factor	Unit	Applicable Item
Aggregate Production	0.49	Tons	All Contract Items

The bidding index will be listed on the Contract Administration website for Fuel, Asphalt and Cement Prices Adjustments listed for July 2023. Contract Base Price at time of bid will be based on July 2023.

<https://transportation.wv.gov/highways/contractadmin/Lettings/Pages/FuelandAsphaltPrices.aspx>

- 4.6 Price Adjustments at Renewal:**

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4.6.1 Except for the monthly fuel adjustment referenced in Section 4.5, price adjustments may only be considered annually at the contract renewal, and only if WVDOH and the renewing vendor agrees to renew the contract for another year under the same terms, conditions, and specifications.

4.6.2 Contract Items will be adjusted proportionally, upwards, or downwards, based on the percentage change from 12 months prior to the date of renewal submission using monthly rate in the FRED Economic Data, Producer Price Index by Commodity: Nonmetallic Mineral Products: Construction Sand, Gravel and Crushed Stone (WPU132101) at <https://fred.stlouisfed.org>.

EXAMPLE:

- The January 2021 index rate was 371.800.
- The January 2022 index rate was 397.430.
- The bid price for Contract Item 1, at the time of bid: \$15 Ton

A 6.89% increase in the Construction Sand, Gravel and Crushed Stone Producers Price Index occurred between January 2021 and January 2022. Contract Item 1 would be adjusted proportionally to match the percentage change in the index – therefore will be increased by 6.89% will be applied. The contract price for this Contract Item during the renewal period will be adjusted to \$16.03.

4.6.3 Price adjustments shall be memorialized by a written Change Order which must be reviewed and approved by the West Virginia Purchasing Division, and as to form by the Attorney General's Office, to be effective. Adjusted pricing will not take effect until the effective date of such Change Order and cannot be retroactive.

5. ORDERING AND PAYMENT:

5.1 **Ordering:** Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

5.2 **Agency Delivery Order ("ADO"):** District personnel should issue an Agency Delivery Order (ADO) from OASIS for specific quantities of materials based on each project's requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will

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become the agreed upon official start and end dates. The ADO must be created in OASIS and approved to "Final", prior to placing the order with the vendor. The District is responsible for creating the ADO in OASIS and is required to submit the approved order, in writing, directly to the vendor via mail, email or fax. **Verbal communication with the vendor is not considered an official order.** In the event the vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from OASIS.

Emergencies shall be prominently noted on the ADO. Once complete, the ADO shall be sent to Vendor via fax, email, or mail.

- 5.3 **Payment:** Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 6.1 **Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH ADO, the Vendor shall advise the WVDOH in writing within three (3) calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADOs, and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADOs/Revisions within three (3) days of the Order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.
- 6.2 **Delivery Time:** Vendor shall promptly commence and complete standard orders within five (5) working days after orders are received. If for any reason the Vendor anticipates delay or failure for any reason to commence its delivery/provision of 100% of the ordered Contract Items, Vendor shall provide, *in writing*, to the ordering Agency the reason for its failure no later than three (3) business days prior to the Agency Delivery Order/Release Order date, and no later than 4:00pm.

Vendor shall deliver emergency orders within 24 hours of the order date, or per the agreed upon timeframe established by the Agency and the Vendor.

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Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. No Vendor is authorized to ship project related goods or begin work/services, nor is the WVDOH authorized to receive materials, prior to the issuance of an ADO.

- 6.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from another awarded vendor or proceed with an Emergency Purchase from the open market.
- The Agency placing the ADO under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the scheduled start date from the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written ADOs/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates, or failure to provide Contract Items in compliance with the quality requirements of this contract, may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the ADO and application of Liquidated Damages.

Any Agency seeking to obtain items from the open market under this provision must first obtain approval of the West Virginia Purchasing Division.

- 6.3.1 Liquidated Damages:** If the Vendor's work completion or corrections of deficient work/materials exceeds the ADO completion due date or timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOH's specified ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

Table 108.7.1
Schedule of Liquidated Damages

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
\$0	\$500,000	\$350
\$500,000	\$2,000,000	\$650
\$2,000,000	\$10,000,000	\$1,600
\$10,000,000	\$25,000,000	\$3,100
\$25,000,000		\$4,200

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6.3.2 Force Majeure: It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.

6.4 Return of Unacceptable Items: The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

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

8.2 **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.

8.3 **Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 **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 should list its Contract Manager and his or her contact information below.

Contract Manager: Trey Mattox
Telephone Number: 304-766-7318
Fax Number: 304-766-7325
Email Address: tmattox@shumblinstone.com

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT240000002

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 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.

Shamblin Stone Inc.
Company

T. J. Mullen
Authorized Signature

7-25-2023
Date

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

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR INSTRUCTIONS: Vendor shall provide their Source Plant address, Pick Up Storage Location Address, and bid pricing for the Contract Item listed below. Vendor may bid any or all Contract Items. Failure to provide Source Plant and Pick Up Storage Location information will result in the disqualification of the entire bid. This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the contract specifications. Estimated quantities are not available.

VENDOR NAME: Shamblin Stone, Inc. - St. Albans Yard

***Source Plant Address(es):** See attached list for source location and addresses

Required

***Pick Up Storage Location Address:** Shamblin Stone, Inc. - St. Albans Yard

**Required (if different from
Source Plant address)*

9 Orders Drive
Winfield WV, 25213

Contract Item	Description	Composition**	Unit of Measure	Bid Price
1	Class 1 Aggregate	Limestone Only	Tons	\$29.60
2	Class 1 Aggregate	LSGS	Tons	
3	Class 1 Aggregate	Slag	Tons	
4	Class 2 Aggregate	Limestone Only	Tons	\$29.60
5	Class 2 Aggregate	LSGS	Tons	
6	Class 2 Aggregate	Slag	Tons	
7	Class 10 Aggregate	LSGS	Tons	\$29.60
8	AASHTO #1 Aggregate	Limestone Only	Tons	\$30.90
9	AASHTO #1 Aggregate	LSGS	Tons	
10	AASHTO #3 Aggregate	Limestone Only	Tons	\$30.90
11	AASHTO #3 Aggregate	LSGS	Tons	
12	AASHTO #4 Aggregate	LSGS	Tons	\$30.90
13	AASHTO #467 Aggregate	LSGS	Tons	\$30.90
14	AASHTO #57 Aggregate	Limestone Only	Tons	\$30.90
15	AASHTO #57 Aggregate	LSGS	Tons	
16	AASHTO #67 Aggregate	Limestone Only	Tons	\$31.65
17	AASHTO #67 Aggregate	LSGS	Tons	
18	AASHTO #7 Aggregate	Limestone Only	Tons	NO BID
19	AASHTO #7 Aggregate	LSGS	Tons	
20	AASHTO #8 Aggregate	Limestone Only	Tons	\$34.35
21	AASHTO #8 Aggregate	LSGS	Tons	
22	AASHTO #8 MODIFIED	Limestone Only	Tons	NO BID
23	AASHTO #8 MODIFIED	LSGS	Tons	
24	AASHTO #9 Aggregate	Limestone Only	Tons	NO BID
25	AASHTO #9 Aggregate	LSGS	Tons	
26	AASHTO #9 MODIFIED	Limestone Only	Tons	

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR NAME: Shamblin Stone, Inc. - St. Albans Yard

***Source Plant Address(es):** See attached list for source location and addresses
Required

***Pick Up Storage Location Address:** Shamblin Stone, Inc. - St. Albans Yard
**Required (if different from Source Plant address)*
9 Orders Drive
Winfield WV, 25213

Contract Item	Description	Composition**	Unit of Measure	Bid Price
27	AASHTO #9 MODIFIED	LSGS	Tons	
28	Stone for Gabions	Limestone Only	Tons	\$31.75
29	Stone for Gabions	LSGS	Tons	
30	Fine Aggregate	LSGS	Tons	\$28.25
31	Limestone Standard Abrasives	Limestone Only	Tons	NO BID
32	Limestone Standard Abrasives	LSGS	Tons	
33	Sandstone Standard Abrasives	LSGS	Tons	
34	Steel Slag for SRIC	Slag	Tons	
35	Limestone MODIFIED Abrasives	Limestone Only	Tons	NO BID
36	Limestone MODIFIED Abrasives	LSGS	Tons	
37	Sandstone MODIFIED Abrasives	LSGS	Tons	
38	Cinders	Cinders	Tons	
39	Pea Gravel	LSGS	Tons	\$31.30
40	#11 Limestone Abrasives	LSGS	Tons	NO BID
41	Quarry Waste	LSGS	Tons	\$19.45
42	Rip Rap	LSGS	Tons	\$31.75
43	Shot Rock	Limestone Only	Tons	\$32.30
44	Shot Rock	LSGS	Tons	
45	Imbricated Stone	LSGS	Tons	

LSGS: Limestone, Sandstone, Gravel or Sand

<p>Vendors Sources/Plants Source Locations information: Enter the plant Name, Physical Address, and Phone #</p>	<p>Mulzer Crushed Stone - Cape Sandy Quarry 19925 S. Alton-Fredonia Rd. Leavenworth, IN 47137 812-739-2929</p> <p>Mulzer Crushed Stone - New Amsterdam Quarry 9610 River Rd. Southwest Mauckport, IN 47142 812-732-1002</p> <p>Mulzer Crushed Stone - Charlestown Quarry 15602 Chaarlestown-Bethlehem Rd. Charlestown IN 47111 812-256-3346</p> <p>Mountain Materials - Brushy Creek Stone 11080 State Hwy 986 Olive Hill KY 41164 606-286-0166</p>	<p>Mountain Materials - Valley Stone 12434 US 60 Olive Hill KY 41164 606-286-1314</p> <p>Letart Sand & Gravel - Gallipolis Ferry 10298 Huntington Rd. Gallipolis Ferry WV 25515 304-675-7516</p> <p>Shelly Materials - Portland 54301 McDade Rd. Portland OH 45770 740-843-5293</p> <p>Carmeuse Lime Maysville, KY 41056 606-564-9600</p>
<p>Vendors Phone #, Email Address to contact for placing Orders:</p>	<p>304-766-7318 x 6510 tmattox@shamblinstone.com</p>	
<p>Vendors Phone #, Email Address to contact for Invoices:</p>	<p>304-766-7318 x 6505 dawn.pierce@wvpaving.com</p>	
<p>Vendors Phone #, Email Address to contact for Payment:</p>	<p>304-766-7318 x 6505 dawn.pierce@wvpaving.com</p>	

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR INSTRUCTIONS: Vendor shall provide their Source Plant address, Pick Up Storage Location Address, and bid pricing for the Contract Item listed below. Vendor may bid any or all Contract Items. Failure to provide Source Plant and Pick Up Storage Location information will result in the disqualification of the entire bid. This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the contract specifications. Estimated quantities are not available.

VENDOR NAME: Shamblin Stone, Inc. - Scary Yard

***Source Plant Address(es):** See attached list for source location and addresses
Required

***Pick Up Storage Location Address:** Shamblin Stone, Inc. - Scary Yard
**Required (if different from Source Plant address)*
658 Winfield Rd.
St. Albans, WV 25177

Contract Item	Description	Composition**	Unit of Measure	Bid Price
1	Class 1 Aggregate	Limestone Only	Tons	\$29.60
2	Class 1 Aggregate	LSGS	Tons	
3	Class 1 Aggregate	Slag	Tons	
4	Class 2 Aggregate	Limestone Only	Tons	\$29.60
5	Class 2 Aggregate	LSGS	Tons	
6	Class 2 Aggregate	Slag	Tons	
7	Class 10 Aggregate	LSGS	Tons	\$29.60
8	AASHTO #1 Aggregate	Limestone Only	Tons	\$30.90
9	AASHTO #1 Aggregate	LSGS	Tons	
10	AASHTO #3 Aggregate	Limestone Only	Tons	\$30.90
11	AASHTO #3 Aggregate	LSGS	Tons	
12	AASHTO #4 Aggregate	LSGS	Tons	\$30.90
13	AASHTO #467 Aggregate	LSGS	Tons	\$30.90
14	AASHTO #57 Aggregate	Limestone Only	Tons	\$30.90
15	AASHTO #57 Aggregate	LSGS	Tons	
16	AASHTO #67 Aggregate	Limestone Only	Tons	\$31.65
17	AASHTO #67 Aggregate	LSGS	Tons	
18	AASHTO #7 Aggregate	Limestone Only	Tons	NO BID
19	AASHTO #7 Aggregate	LSGS	Tons	
20	AASHTO #8 Aggregate	Limestone Only	Tons	\$34.35
21	AASHTO #8 Aggregate	LSGS	Tons	
22	AASHTO #8 MODIFIED	Limestone Only	Tons	NO BID
23	AASHTO #8 MODIFIED	LSGS	Tons	
24	AASHTO #9 Aggregate	Limestone Only	Tons	NO BID
25	AASHTO #9 Aggregate	LSGS	Tons	
26	AASHTO #9 MODIFIED	Limestone Only	Tons	

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR NAME: Shamblin Stone, Inc. - Scary Yard

***Source Plant Address(es):** See attached list for source location and addresses
Required

***Pick Up Storage Location Address:** Shamblin Stone, Inc. - Scary Yard
**Required (if different from Source Plant address)*
658 Winfield Rd.
St. Albans, WV 25177

Contract Item	Description	Composition**	Unit of Measure	Bid Price
27	AASHTO #9 MODIFIED	LSGS	Tons	
28	Stone for Gabions	Limestone Only	Tons	\$31.75
29	Stone for Gabions	LSGS	Tons	
30	Fine Aggregate	LSGS	Tons	\$28.25
31	Limestone Standard Abrasives	Limestone Only	Tons	NO BID
32	Limestone Standard Abrasives	LSGS	Tons	
33	Sandstone Standard Abrasives	LSGS	Tons	
34	Steel Slag for SRIC	Slag	Tons	
35	Limestone MODIFIED Abrasives	Limestone Only	Tons	NO BID
36	Limestone MODIFIED Abrasives	LSGS	Tons	
37	Sandstone MODIFIED Abrasives	LSGS	Tons	
38	Cinders	Cinders	Tons	
39	Pea Gravel	LSGS	Tons	\$31.30
40	#11 Limestone Abrasives	LSGS	Tons	NO BID
41	Quarry Waste	LSGS	Tons	\$19.45
42	Rip Rap	LSGS	Tons	\$31.75
43	Shot Rock	Limestone Only	Tons	\$32.30
44	Shot Rock	LSGS	Tons	
45	Imbricated Stone	LSGS	Tons	

LSGS: Limestone, Sandstone, Gravel or Sand

Vendors Sources/Plants Source Locations Information: Enter the plant Name, Physical Address, and Phone #	Mulzer Crushed Stone - Cape Sandy Quarry 19925 S. Alton-Fredonia Rd. Leavenworth, IN 47137 812-739-2929	Mountain Materials - Valley Stone 12434 US 60 Olive Hill KY 41164 606-286-1314
	Mulzer Crushed Stone - New Amsterdam Quarry 9610 River Rd. Southwest Mauckport, IN 47142 812-732-1002	Letart Sand & Gravel - Gallipolis Ferry 10298 Huntington Rd. Gallipolis Ferry WV 25515 304-675-7516
	Mulzer Crushed Stone - Charlestown Quarry 15602 Chaarlestown-Bethlehem Rd. Charlestown IN 47111 812-256-3346	Shelly Materials - Portland 54301 McDade Rd. Portland OH 45770 740-843-5293
	Mountain Materials - Brushy Creek Stone 11080 State Hwy 986 Olive Hill KY 41164 606-286-0166	Carmeuse Lime Maysville, KY 41056 606-564-9600
Vendors Phone #, Email Address to contact for placing Orders:	304-766-7318 x 6510 tmattox@shamblinstone.com	
Vendors Phone #, Email Address to contact for Invoices:	304-766-7318 x 6505 dawn.pierce@wvpaving.com	
Vendors Phone #, Email Address to contact for Payment:	304-766-7318 x 6505 dawn.pierce@wvpaving.com	

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR INSTRUCTIONS: Vendor shall provide their Source Plant address, Pick Up Storage Location Address, and bid pricing for the Contract Item listed below. Vendor may bid any or all Contract Items. Failure to provide Source Plant and Pick Up Storage Location information will result in the disqualification of the entire bid. This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the contract specifications. Estimated quantities are not available.

VENDOR NAME: Shamblin Stone, Inc. - Dunbar Yard

***Source Plant Address(es):** See attached list for source location and addresses
Required

***Pick Up Storage Location Address:** Shamblin Stone, Inc. - Dunbar Yard
**Required (if different from Source Plant address)*
70 Dunbar Ave.
Dunbar, WV 25064

Contract Item	Description	Composition**	Unit of Measure	Bid Price
1	Class 1 Aggregate	Limestone Only	Tons	\$29.90
2	Class 1 Aggregate	LSGS	Tons	
3	Class 1 Aggregate	Slag	Tons	
4	Class 2 Aggregate	Limestone Only	Tons	\$29.90
5	Class 2 Aggregate	LSGS	Tons	
6	Class 2 Aggregate	Slag	Tons	
7	Class 10 Aggregate	LSGS	Tons	\$29.90
8	AASHTO #1 Aggregate	Limestone Only	Tons	\$31.20
9	AASHTO #1 Aggregate	LSGS	Tons	
10	AASHTO #3 Aggregate	Limestone Only	Tons	\$31.20
11	AASHTO #3 Aggregate	LSGS	Tons	
12	AASHTO #4 Aggregate	LSGS	Tons	\$31.20
13	AASHTO #467 Aggregate	LSGS	Tons	\$31.20
14	AASHTO #57 Aggregate	Limestone Only	Tons	\$31.20
15	AASHTO #57 Aggregate	LSGS	Tons	
16	AASHTO #67 Aggregate	Limestone Only	Tons	\$31.95
17	AASHTO #67 Aggregate	LSGS	Tons	
18	AASHTO #7 Aggregate	Limestone Only	Tons	NO BID
19	AASHTO #7 Aggregate	LSGS	Tons	
20	AASHTO #8 Aggregate	Limestone Only	Tons	\$34.65
21	AASHTO #8 Aggregate	LSGS	Tons	
22	AASHTO #8 MODIFIED	Limestone Only	Tons	NO BID
23	AASHTO #8 MODIFIED	LSGS	Tons	
24	AASHTO #9 Aggregate	Limestone Only	Tons	NO BID
25	AASHTO #9 Aggregate	LSGS	Tons	
26	AASHTO #9 MODIFIED	Limestone Only	Tons	

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR NAME: Shamblin Stone, Inc. - Dunbar Yard

***Source Plant Address(es):** See attached list for source location and addresses
Required

***Pick Up Storage Location Address:** Shamblin Stone, Inc. - Dunbar Yard
**Required (if different from Source Plant address)*
70 Dunbar Ave.
Dunbar, WV 25064

Contract Item	Description	Composition**	Unit of Measure	Bid Price
27	AASHTO #9 MODIFIED	LSGS	Tons	
28	Stone for Gabions	Limestone Only	Tons	\$32.00
29	Stone for Gabions	LSGS	Tons	
30	Fine Aggregate	LSGS	Tons	\$28.50
31	Limestone Standard Abrasives	Limestone Only	Tons	NO BID
32	Limestone Standard Abrasives	LSGS	Tons	
33	Sandstone Standard Abrasives	LSGS	Tons	
34	Steel Slag for SRIC	Slag	Tons	
35	Limestone MODIFIED Abrasives	Limestone Only	Tons	NO BID
36	Limestone MODIFIED Abrasives	LSGS	Tons	
37	Sandstone MODIFIED Abrasives	LSGS	Tons	
38	Cinders	Cinders	Tons	
39	Pea Gravel	LSGS	Tons	\$31.60
40	#11 Limestone Abrasives	LSGS	Tons	NO BID
41	Quarry Waste	LSGS	Tons	\$19.95
42	Rip Rap	LSGS	Tons	\$32.00
43	Shot Rock	Limestone Only	Tons	\$32.60
44	Shot Rock	LSGS	Tons	
45	Imbricated Stone	LSGS	Tons	

LSGS: Limestone, Sandstone, Gravel or Sand

<p>Vendors Sources/Plants Source Locations information: Enter the plant Name, Physical Address, and Phone #</p>	<p>Mulzer Crushed Stone - Cape Sandy Quarry 19925 S. Alton-Fredonia Rd. Leavenworth, IN 47137 812-739-2929</p> <p>Mulzer Crushed Stone - New Amsterdam Quarry 9610 River Rd. Southwest Mauckport, IN 47142 812-732-1002</p> <p>Mulzer Crushed Stone - Charlestown Quarry 15602 Charlestown-Bethlehem Rd. Charlestown IN 47111 812-256-3346</p> <p>Mountain Materials - Brushy Creek Stone 11080 State Hwy 986 Olive Hill KY 41164 606-286-0166</p>	<p>Mountain Materials - Valley Stone 12434 US 60 Olive Hill KY 41164 606-286-1314</p> <p>Letart Sand & Gravel - Gallipolis Ferry 10298 Huntington Rd. Gallipolis Ferry WV 25515 304-675-7516</p> <p>Shelly Materials - Portland 54301 McDade Rd. Portland OH 45770 740-843-5293</p> <p>Carmeuse Lime Maysville, KY 41056 606-564-9600</p>
<p>Vendors Phone #, Email Address to contact for placing Orders:</p>	<p>304-766-7318 x 6510 tmattox@shamblinstone.com</p>	
<p>Vendors Phone #, Email Address to contact for Invoices:</p>	<p>304-766-7318 x 6505 dawn.pierce@wvpaving.com</p>	
<p>Vendors Phone #, Email Address to contact for Payment:</p>	<p>304-766-7318 x 6505 dawn.pierce@wvpaving.com</p>	

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR INSTRUCTIONS: Vendor shall provide their Source Plant address, Pick Up Storage Location Address, and bid pricing for the Contract Item listed below. Vendor may bid any or all Contract Items. Failure to provide Source Plant and Pick Up Storage Location information will result in the disqualification of the entire bid. This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the contract specifications. Estimated quantities are not available.

VENDOR NAME: Shamblin Stone, Inc. - Marmet Yard

***Source Plant Address(es):** See attached list for source location and addresses
Required

***Pick Up Storage Location Address:** Shamblin Stone, Inc. - Marmet Yard
**Required (if different from Source Plant address)*
11005 MacCorkle Ave.
Marmet, WV 25315

Contract Item	Description	Composition**	Unit of Measure	Bid Price
1	Class 1 Aggregate	Limestone Only	Tons	\$30.15
2	Class 1 Aggregate	LSGS	Tons	
3	Class 1 Aggregate	Slag	Tons	
4	Class 2 Aggregate	Limestone Only	Tons	\$30.15
5	Class 2 Aggregate	LSGS	Tons	
6	Class 2 Aggregate	Slag	Tons	
7	Class 10 Aggregate	LSGS	Tons	\$30.15
8	AASHTO #1 Aggregate	Limestone Only	Tons	\$31.45
9	AASHTO #1 Aggregate	LSGS	Tons	
10	AASHTO #3 Aggregate	Limestone Only	Tons	\$31.45
11	AASHTO #3 Aggregate	LSGS	Tons	
12	AASHTO #4 Aggregate	LSGS	Tons	\$31.45
13	AASHTO #467 Aggregate	LSGS	Tons	\$31.45
14	AASHTO #57 Aggregate	Limestone Only	Tons	\$31.45
15	AASHTO #57 Aggregate	LSGS	Tons	
16	AASHTO #67 Aggregate	Limestone Only	Tons	NO BID
17	AASHTO #67 Aggregate	LSGS	Tons	
18	AASHTO #7 Aggregate	Limestone Only	Tons	NO BID
19	AASHTO #7 Aggregate	LSGS	Tons	
20	AASHTO #8 Aggregate	Limestone Only	Tons	\$34.90
21	AASHTO #8 Aggregate	LSGS	Tons	
22	AASHTO #8 MODIFIED	Limestone Only	Tons	NO BID
23	AASHTO #8 MODIFIED	LSGS	Tons	
24	AASHTO #9 Aggregate	Limestone Only	Tons	NO BID
25	AASHTO #9 Aggregate	LSGS	Tons	
26	AASHTO #9 MODIFIED	Limestone Only	Tons	

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR NAME: Shamblin Stone, Inc. - Marmet Yard

***Source Plant Address(es):** See attached list for source location and addresses
Required

***Pick Up Storage Location Address:** Shamblin Stone, Inc. - Marmet Yard
**Required (if different from Source Plant address)*
11005 MacCorkle Ave.
Marmet, WV 25315

Contract Item	Description	Composition**	Unit of Measure	Bid Price
27	AASHTO #9 MODIFIED	LSGS	Tons	
28	Stone for Gabions	Limestone Only	Tons	\$32.30
29	Stone for Gabions	LSGS	Tons	
30	Fine Aggregate	LSGS	Tons	\$28.80
31	Limestone Standard Abrasives	Limestone Only	Tons	NO BID
32	Limestone Standard Abrasives	LSGS	Tons	
33	Sandstone Standard Abrasives	LSGS	Tons	
34	Steel Slag for SRIC	Slag	Tons	
35	Limestone MODIFIED Abrasives	Limestone Only	Tons	NO BID
36	Limestone MODIFIED Abrasives	LSGS	Tons	
37	Sandstone MODIFIED Abrasives	LSGS	Tons	
38	Cinders	Cinders	Tons	
39	Pea Gravel	LSGS	Tons	\$31.85
40	#11 Limestone Abrasives	LSGS	Tons	NO BID
41	Quarry Waste	LSGS	Tons	\$20.00
42	Rip Rap	LSGS	Tons	\$32.30
43	Shot Rock	Limestone Only	Tons	NO BID
44	Shot Rock	LSGS	Tons	
45	Imbricated Stone	LSGS	Tons	

LSGS: Limestone, Sandstone, Gravel or Sand

<p>Vendors Sources/Plants Source Locations information: Enter the plant Name, Physical Address, and Phone #</p>	<p>Mulzer Crushed Stone - Cape Sandy Quarry 19925 S. Alton-Fredonia Rd. Leavenworth, IN 47137 812-739-2929</p> <p>Mulzer Crushed Stone - New Amsterdam Quarry 9810 River Rd. Southwest Mauckport, IN 47142 812-732-1002</p> <p>Mulzer Crushed Stone - Charlestown Quarry 15602 Chaarlestown-Bethlehem Rd. Charlestown IN 47111 812-258-3346</p> <p>Mountain Materials - Brushy Creek Stone 11080 State Hwy 986 Olive Hill KY 41164 606-286-0166</p>	<p>Mountain Materials - Valley Stone 12434 US 60 Olive Hill KY 41164 606-286-1314</p> <p>Letart Sand & Gravel Gallipolis Ferry 10298 Huntington Rd. Gallipolis Ferry WV 25515 304-675-7516</p> <p>Shelly Materials - Portland 54301 McDade Rd. Portland OH 45770 740-843-5293</p> <p>Carmeuse Lime Maysville, KY 41056 606-564-9600</p>
<p>Vendors Phone #, Email Address to contact for placing Orders:</p>	<p>304-766-7318 x 6510 tmattox@shamblinstone.com</p>	
<p>Vendors Phone #, Email Address to contact for Invoices:</p>	<p>304-766-7318 x 6505 dawn.pierce@wvpaving.com</p>	
<p>Vendors Phone #, Email Address to contact for Payment:</p>	<p>304-766-7318 x 6505 dawn.pierce@wvpaving.com</p>	

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR INSTRUCTIONS: Vendor shall provide their Source Plant address, Pick Up Storage Location Address, and bid pricing for the Contract Item listed below. Vendor may bid any or all Contract Items. Failure to provide Source Plant and Pick Up Storage Location information will result in the disqualification of the entire bid. This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the contract specifications. Estimated quantities are not available.

VENDOR NAME: Shamblin Stone, Inc. - Hugheston Yard

***Source Plant Address(es):** See attached list for source location and addresses
Required

***Pick Up Storage Location Address:** Shamblin Stone, Inc. - Hugheston Yard
**Required (if different from Source Plant address)*
206 Stephens Street
Hugheston, WV 25110

Contract Item	Description	Composition**	Unit of Measure	Bid Price
1	Class 1 Aggregate	Limestone Only	Tons	\$30.45
2	Class 1 Aggregate	LSGS	Tons	
3	Class 1 Aggregate	Slag	Tons	
4	Class 2 Aggregate	Limestone Only	Tons	\$30.45
5	Class 2 Aggregate	LSGS	Tons	
6	Class 2 Aggregate	Slag	Tons	
7	Class 10 Aggregate	LSGS	Tons	\$30.45
8	AASHTO #1 Aggregate	Limestone Only	Tons	\$31.75
9	AASHTO #1 Aggregate	LSGS	Tons	
10	AASHTO #3 Aggregate	Limestone Only	Tons	\$31.75
11	AASHTO #3 Aggregate	LSGS	Tons	
12	AASHTO #4 Aggregate	LSGS	Tons	\$31.75
13	AASHTO #467 Aggregate	LSGS	Tons	\$31.75
14	AASHTO #57 Aggregate	Limestone Only	Tons	\$31.75
15	AASHTO #57 Aggregate	LSGS	Tons	
16	AASHTO #67 Aggregate	Limestone Only	Tons	NO BID
17	AASHTO #67 Aggregate	LSGS	Tons	
18	AASHTO #7 Aggregate	Limestone Only	Tons	NO BID
19	AASHTO #7 Aggregate	LSGS	Tons	
20	AASHTO #8 Aggregate	Limestone Only	Tons	\$35.15
21	AASHTO #8 Aggregate	LSGS	Tons	
22	AASHTO #8 MODIFIED	Limestone Only	Tons	NO BID
23	AASHTO #8 MODIFIED	LSGS	Tons	
24	AASHTO #9 Aggregate	Limestone Only	Tons	NO BID
25	AASHTO #9 Aggregate	LSGS	Tons	
26	AASHTO #9 MODIFIED	Limestone Only	Tons	

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR NAME: Shamblin Stone, Inc. - Hugheston Yard

***Source Plant Address(es):** See attached list for source location and addresses
Required

***Pick Up Storage Location Address:** Shamblin Stone, Inc. - Hugheston Yard
**Required (if different from Source Plant address)*
206 Stephens Street
Hugheston, WV 25110

Contract Item	Description	Composition**	Unit of Measure	Bid Price
27	AASHTO #9 MODIFIED	LSGS	Tons	
28	Stone for Gabions	Limestone Only	Tons	\$32.55
29	Stone for Gabions	LSGS	Tons	
30	Fine Aggregate	LSGS	Tons	\$29.05
31	Limestone Standard Abrasives	Limestone Only	Tons	NO BID
32	Limestone Standard Abrasives	LSGS	Tons	
33	Sandstone Standard Abrasives	LSGS	Tons	
34	Steel Slag for SRIC	Slag	Tons	
35	Limestone MODIFIED Abrasives	Limestone Only	Tons	NO BID
36	Limestone MODIFIED Abrasives	LSGS	Tons	
37	Sandstone MODIFIED Abrasives	LSGS	Tons	
38	Cinders	Cinders	Tons	
39	Pea Gravel	LSGS	Tons	\$32.10
40	#11 Limestone Abrasives	LSGS	Tons	NO BID
41	Quarry Waste	LSGS	Tons	\$20.30
42	Rip Rap	LSGS	Tons	\$32.55
43	Shot Rock	Limestone Only	Tons	NO BID
44	Shot Rock	LSGS	Tons	
45	Imbricated Stone	LSGS	Tons	

LSGS: Limestone, Sandstone, Gravel or Sand

<p>Vendors Sources/Plants Source Locations information: Enter the plant Name, Physical Address, and Phone #</p>	<p>Mulzer Crushed Stone - Cape Sandy Quarry 19925 S. Alton-Fredonia Rd. Leavenworth, IN 47137 812-739-2929</p> <p>Mulzer Crushed Stone - New Amsterdam Quarry 9610 River Rd. Southwest Mauckport, IN 47142 812-732-1002</p> <p>Mulzer Crushed Stone - Charlestown Quarry 15602 Chaariestown-Bethlehem Rd. Charlestown IN 47111 812-256-3346</p> <p>Mountain Materials - Brushy Creek Stone 11080 State Hwy 986 Olive Hill KY 41164 606-286-0166</p>	<p>Mountain Materials - Valley Stone 12434 US 60 Olive Hill KY 41164 606-286-1314</p> <p>Letart Sand & Gravel - Gallipolis Ferry 10298 Huntington Rd. Gallipolis Ferry WV 25515 304-675-7516</p> <p>Shelly Materials - Portland 54301 McDade Rd. Portland OH 45770 740-843-5293</p> <p>Carneuse Lime Maysville, KY 41056 606-564-9600</p>
<p>Vendors Phone #, Email Address to contact for placing Orders:</p>	<p>304-766-7318 x 6510 tmattox@shamblinstone.com</p>	
<p>Vendors Phone #, Email Address to contact for Invoices:</p>	<p>304-766-7318 x 6505 dawn.pierce@wvpaving.com</p>	
<p>Vendors Phone #, Email Address to contact for Payment:</p>	<p>304-766-7318 x 6505 dawn.pierce@wvpaving.com</p>	



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV004152

CLASSIFICATION:
SPECIALTY

SHAMBLIN STONE INC
DBA SHAMBLIN STONE INC
PO BOX 510
DUNBAR, WV 25064

DATE ISSUED

DECEMBER 14, 2022

EXPIRATION DATE

DECEMBER 14, 2023

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



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

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**SHAMBLIN STONE INC
2950 CHARLES AVE
DUNBAR, WV 25064-2103**

BUSINESS REGISTRATION ACCOUNT NUMBER: 2381-4191

This certificate is issued on: **11/22/2019**

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

**This certificate is not transferrable and must be displayed at the location for which issued.
This certificate shall be permanent until cessation of the business for which the certificate of registration
was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.**

**Change in name or change of location shall be considered a cessation of the business and a new
certificate shall be required.**

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.**

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**SHAMBLIN STONE INC
70 DUNBAR AVE
DUNBAR, WV 25064-3322**

BUSINESS REGISTRATION ACCOUNT NUMBER: 2380-4352

This certificate is issued on: **11/25/2019**

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code.*

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to conduct business in the State of West Virginia at the location above.*

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CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.**

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

**ISSUED TO:
SHAMBLIN STONE INC
658 WINFIELD RD
SAINT ALBANS, WV 25177-1554**

BUSINESS REGISTRATION ACCOUNT NUMBER: 2380-3662

This certificate is issued on: 11/25/2019

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

**This certificate is not transferrable and must be displayed at the location for which issued.
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**Change in name or change of location shall be considered a cessation of the business and a new
certificate shall be required.**

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.**

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

**ISSUED TO:
SHAMBLIN STONE INC
11005 MACCORKLE AVE
MARMET, WV 25315-1917**

BUSINESS REGISTRATION ACCOUNT NUMBER: 2380-5947

This certificate is issued on: 11/25/2019

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

**This certificate is not transferrable and must be displayed at the location for which issued.
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was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.**

**Change in name or change of location shall be considered a cessation of the business and a new
certificate shall be required.**

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.**

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

**ISSUED TO:
SHAMBLIN STONE INC
296 STEPHENS STREET
HUGHESTON, WV 25110-0000**

BUSINESS REGISTRATION ACCOUNT NUMBER: 2381-2248

This certificate is issued on: 11/22/2019

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

**This certificate is not transferrable and must be displayed at the location for which issued.
This certificate shall be permanent until cessation of the business for which the certificate of registration
was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.**

**Change in name or change of location shall be considered a cessation of the business and a new
certificate shall be required.**

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.**