



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

State of West Virginia Master Agreement

Order Date: 08-11-2021

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0803 0070 DOT1800000012 6	Procurement Folder:	316206
Document Name:	CHANGE ORDER #5	Reason for Modification:	Change Order No. 5 - to increase the contract per the attached documentation.
Document Description:	64,000 GVWR Tandem Axle Dump Truck w/ Hyd Sys & Accessories		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2017-09-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2021-09-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000200051 MATHENY MOTOR TRUCK CO PO BOX 1304 PARKERSBURG WV 261021304 US Vendor Contact Phone: 999-999-9999 Extension:	Requestor Name: Travis Ray Requestor Phone: (304) 473-5328 Requestor Email: travis.l.ray@wv.gov																				
Discount Details:	22 FILE LOCATION _____																				
<table><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></table>			Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No		
		Discount Allowed	Discount Percentage	Discount Days																	
#1		No	0.0000	0																	
#2		No																			
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV 26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Total Order Amount: Open End

Purchasing Division's File Copy

ENTERED

8-13-21
BAT

DE 8/11/21

PURCHASING DIVISION AUTHORIZATION
SIGNED BY : Tara Lyle
DATE: 2021-08-10
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: 8/13/2021
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
Beverly Toler
DATE: 8-16-21
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order No. 5- To increase the original contract according to all terms, conditions, and specifications contained in the original contract including all authorized change orders. The contract is increased as defined in the attached documentation.

Effective date of increase: 07/13/2021

Contract expires 9/14/2021

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

No other changes

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25101601	FREIGHTLINER	114SD	EA	205365.000000
	Service From	Service To			

Commodity Line Description: 2018 Freightliner 114SD (see Extended Description)

Extended Description:

2018 FREIGHTLINER 114SD COMPLETE UNIT: CAB CHASSIS/DUMP BODY WITH HYDRAULIC SYSTEM, FRONT SNOW PLOW, AND 9.5 V-BOX SPREADER. PRICING IN EFFECT UNTIL 09/14/2019

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	25101926	FREIGHTLINER	114SD	EA	219495.000000
Service From		Service To			

Commodity Line Description: 2018 Freightliner 114SD (see Extended Description)

Extended Description:

2018 FREIGHTLINER 114SD COMPLETE UNIT: CAB CHASSIS/DUMP BODY WITH HYDRAULIC SYSTEM, FRONT SNOW PLOW, 9.5 V-BOX SPREADER, AND RIGHT FRONT WING PLOW. PRICING IN EFFECT UNTIL 09/14/2019.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	25102001	HENDERSON	LAS	EA	15500.000000
Service From		Service To			

Commodity Line Description: 2018 Henderson LAS Anti-icing Tank & Spray System

Extended Description:

Anti-icing Tank & Spray System:

2018 Henderson LAS-PRICING IN EFFECT UNTIL 09/14/2019

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	25101601	FREIGHTLINER	114SD	EA	209580.000000
	Service From	Service To			

Commodity Line Description: Freightliner 114SD (see Extended Description)

Extended Description:

PLEASE USE COMMODITY LINE 7. THIS COMMODITY LINE IS INACTIVE AS OF 09/15/20.

FREIGHTLINER 114SD COMPLETE UNIT: CAB CHASSIS/DUMP BODY WITH HYDRAULIC SYSTEM, FRONT SNOW PLOW, AND 9.5 V-BOX SPREADER. PRICING BECOMES EFFECTIVE 09/15/2019.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	25101926	FREIGHTLINER	114SD	EA	224353.000000
	Service From	Service To			

Commodity Line Description: Freightliner 114SD (see Extended Description)

Extended Description:

PLEASE USE COMMODITY LINE 8. THIS COMMODITY LINE IS INACTIVE AS OF 09/15/20.

FREIGHTLINER 114SD COMPLETE UNIT: CAB CHASSIS/DUMP BODY WITH HYDRAULIC SYSTEM, FRONT SNOW PLOW, 9.5 V-BOX SPREADER, AND RIGHT FRONT WING PLOW.
PRICING BECOMES EFFECTIVE 09/15/2019.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	25102001	HENDERSON	LAS	EA	16259.000000
	Service From	Service To			

Commodity Line Description: Henderson LAS Anti-icing Tank & Spray System

Extended Description:

Anti-icing Tank & Spray System:

Henderson LAS-PRICING BECOMES EFFECTIVE 09/15/2019

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	25101601	FREIGHTLINER	114SD	EA	212278.880000
	Service From	Service To			

Commodity Line Description: Freightliner 114SD (see Extended Description)

Extended Description:

THIS COMMODITY LINE SHOULD BE USED IN PLACE OF COMMODITY LINE 4.

FREIGHTLINER 114SD COMPLETE UNIT: CAB CHASSIS/DUMP BODY WITH HYDRAULIC SYSTEM, FRONT SNOW PLOW, AND 9.5 V-BOX SPREADER.
PRICING BECOMES EFFECTIVE 09/15/2019.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	25101926	FREIGHTLINER	114SD	EA	227049.880000
	Service From	Service To			

Commodity Line Description: Freightliner 114SD (see Extended Description)

Extended Description:

THIS COMMODITY LINE SHOULD BE USED IN PLACE OF COMMODITY LINE 5.

FREIGHTLINER 114SD COMPLETE UNIT: CAB CHASSIS/DUMP BODY WITH HYDRAULIC SYSTEM, FRONT SNOW PLOW, 9.5 V-BOX SPREADER, AND RIGHT FRONT WING PLOW.
PRICING BECOMES EFFECTIVE 09/15/2019.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	25101601	FREIGHTLINER	114SD	EA	219748.880000
	Service From	Service To			

Commodity Line Description: Freightliner 114SD (see Extended Description)

Extended Description:

THIS COMMODITY LINE SHOULD BE USED IN PLACE OF COMMODITY LINE 7.

FREIGHTLINER 114SD COMPLETE UNIT: CAB CHASSIS/DUMP BODY WITH HYDRAULIC SYSTEM, FRONT SNOW PLOW, AND 9.5 V-BOX SPREADER.
PRICING BECOMES EFFECTIVE 07/13/2021

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	25101926	FREIGHTLINER	114SD	EA	234519.880000
	Service From	Service To			

Commodity Line Description: Freightliner 114SD (see Extended Description)

Extended Description:

THIS COMMODITY LINE SHOULD BE USED IN PLACE OF COMMODITY LINE 8

FREIGHTLINER 114SD COMPLETE UNIT: CAB CHASSIS/DUMP BODY WITH HYDRAULIC SYSTEM, FRONT SNOW PLOW, 9.5 V-BOX SPREADER, AND RIGHT FRONT WING PLOW.

PRICING BECOMES EFFECTIVE 07/13/2021

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	25102001	HENDERSON	LAS	EA	17459.000000
	Service From	Service To			

Commodity Line Description: Henderson LAS Anti-icing Tank & Spray System

Extended Description:

Anti-icing Tank & Spray System:

THIS COMMODITY LINE SHOULD BE USED IN PLACE OF COMMODITY LINE 6

Henderson LAS-PRICING BECOMES EFFECTIVE 07/13/2021



Matheny Motor Truck Company

Est. 1922

Corporate Headquarters
3rd and Ann Street | PO Box 1304
Parkersburg, WV 26102-1304
Phone: 304-485-4418
mathenymotors.com

July 13, 2021

Mrs. Pamela J Hall
West Virginia Department of Highways
Division of Highways
State of West Virginia
P O Box 610
Buckhannon WV 26201

Subject: Price increase for Contract CMA DOT1800000012 for a Tandem Axle Dump Truck

Dear Mrs. Hall:

If Division of Highways is able to allow a price increase in above contract under the same terms and conditions but with a price increase, the revised pricing is as follows:

	Current Pricing	Freightliner/ Henderson/Certified	New Price	% Increase
Pkg #1	\$212,278.88	\$7,470.00*	\$219,748.88	3.52%
Pkg #2	\$227,049.88	\$7,470.00*	\$234,519.88	3.30%
LAS	\$16,259.00	\$1,200.00* (Henderson Only)	\$17,459.00	7.38%

**Freightliner, Henderson Body & Certified Power were the main price increases.*

This Contract expires September 15, 2021.

I have attached cost increase justification from Mike Patrick of Freightliner, Henderson Body Co., Certified Power and Ace Truck Eq. This is the second price increase since the Master Agreement Order Date of 09/14/2017 for the Freightliner Chassis. Only 24% of the price increase was the truck and 76% was the body and hydraulics.

Very truly yours,

M J Matheny, CEO

Cc: A. Todd Campbell



BUICK

GMC



FREIGHTLINER





Freightliner Trucks
Northeast Regional Sales
Office

8351 North High Street, Suite 175
Columbus, Ohio 43235
614-896-2400

July 12, 2021

Mike Matheny
Matheny Motor Truck Company
50 Matheny Lane
Mineral Wells, WV 26150

Mr. Mike Matheny

Freightliner requests an increase for the Contract Renewal for Contract CMA 0803 0070 DOT1800000012 for the 64,000 GVWR Tandem Axle Dump Truck w/Hyd Sys & Accessories that will be a 2023 Model Year Truck delivered in 2022.

We based our increase on the following:

- Our 2023 Model year Truck increase is \$ 1,788.00.

This modest increase encompasses the recent surge in the cost of raw materials and our upcoming emission mandates required in producing the 2023 Model Year Trucks.

We look forward to working with Matheny Motors and The State of West Virginia on these units in the near future.

Best Regards,

A handwritten signature in black ink, appearing to read "Michael Patrick", written over a horizontal line.

Michael Patrick
General Manager Northeast Region
Vocational Sales
Daimler Trucks North America

Mike Matheny

From: David Beitzel <David@acetruck.net>
Sent: Tuesday, July 13, 2021 7:23 AM
To: Mike Matheny
Subject: FW: Henderson Surcharge

David Beitzel
Ace Truck Equipment
1130 Newark Road
Zanesville, Ohio 43701
740-453-0551
www.acetruck.net
David@acetruck.net

From: Christopher Talbot <ctalbot@hendersonproducts.com>
Sent: Monday, July 12, 2021 5:30 PM
To: David Beitzel <David@acetruck.net>
Subject: RE: Henderson Surcharge

Good afternoon Dave,

Mike Peterson worked with finance and we were able to sharpen our pencil.

Certified price increase: \$2,212.50. Straight pass through.

Henderson Package Raw Material additional cost: \$6,939.00

Mike was able to work with finance and we agreed to absorb half of our \$6,939.00 material increase on the package (Henderson requesting \$3,469.50).

LAS Optional Equipment Increase \$1,200.00.

Total Henderson requested price increase \$6,882.00 to WV.

Please let me know if you have any questions.

Regards,



Christopher Talbot | Regional Sales Manager

Henderson Products Inc.
e: ctalbot@hendersonproducts.com
w: hendersonproducts.com
p: (973) 525-3833



State Bids & Contracts message:

Dear Valued Partner,

June 15, 2021

The COVID-19 pandemic has brought many challenges for everyone over the past 18 months. As the world transitions to the post-pandemic environment, new challenges are presenting themselves. One of the challenges has been the rapid pace at which raw material costs are rising.

Henderson Products has absorbed a great deal of the increases over the last 9 months, but due to the continued escalation in raw material costs we need to implement a surcharge to cover the increased costs. Due to these market conditions Henderson Products respectfully requests a 16% surcharge on the equipment portion of the pricing for orders accepted after June 15, 2021. Henderson Products will continue to evaluate market conditions and update the surcharge status up or down to reflect raw material market conditions. Henderson Products will honor purchase orders already placed with the agreed to pricing. The surcharge will apply to new purchase orders only. We have included supplemental information to provide background on the raw material costs which are driving the surcharges.

Please contact your Henderson Sales Representative for any questions you have.

Thank you for your continued business with Henderson products.

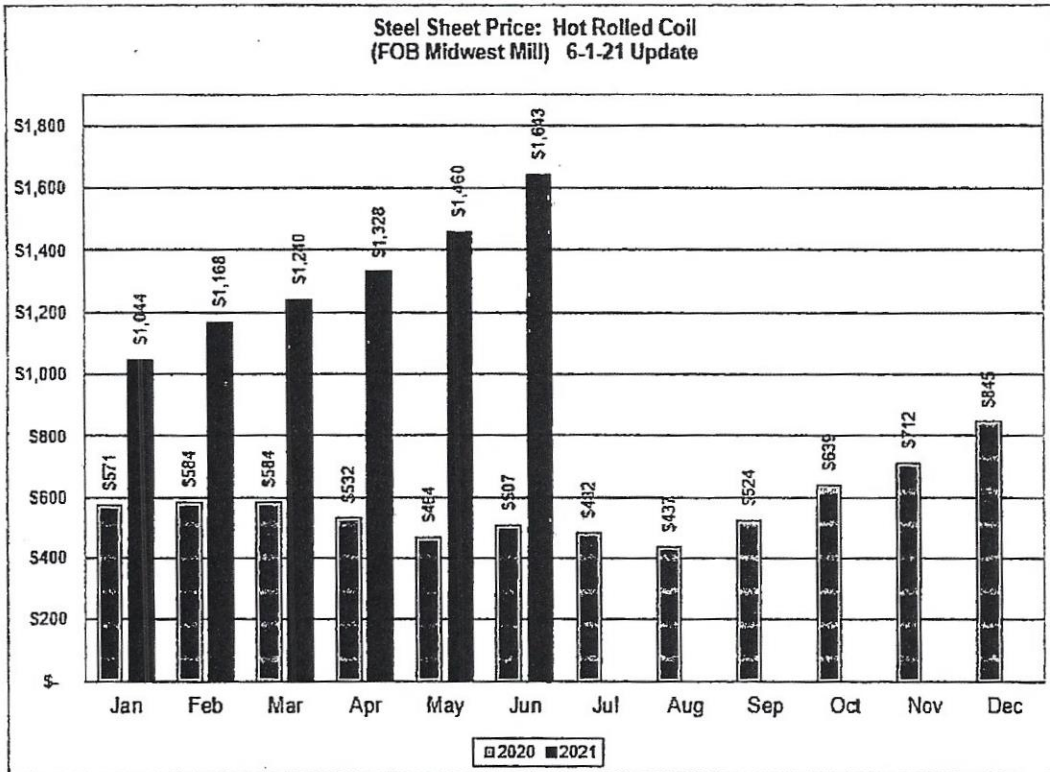
Todd Fierro, President
Henderson Products Inc.

Mike Peterson, VP Sales
Henderson Products Inc.

Chart below indicates Henderson Products materials content mix:

	Mix	Inflation	Weighted Average
Material:			
Stainless Steel	30%	28%	8.4%
Mild Steel	10%	114%	11.8%
Structural Steel	6%	114%	7.1%
Metal Parts	12%	57%	6.9%
Other Materials	41%	6%	2.6%
Net Inflation	100%		36.7%
Less: Planned Material Inflation			3.0%
Excess Inflation			33.7%
Surcharge: Material @ 48% Sales Price			16.2%

Mild Steel:



118% increase

MidWest Materials, Inc.
Complete Steel Service Center
3687 Shepard Road, P.O. Box 345
Perry, Ohio 44081
Phone: (440) 259-5200 Fax: (440) 259-5204
TIN: 34-0793843

Bill To:
HENDERSON PRODUCTS INC
1065 S THIRD ST
MANCHESTER IA 52057

Ship To:
HENDERSON PRODUCTS INC
1065 S THIRD ST
MANCHESTER IA 52057

Purchase Order No.	Customer No.	Salesperson	Center	Final Terms	Payment Terms	ROI Number
224265	0151521	Rich McCarty	Cleveland Transportation	Prepaid	1% 10, Net 30	00610100

Quantity	Description	Unit Price	Extended
8,464 Lbs	240X10M (14") x 72.0000 x 157.0000 HRPO-ST 50 MIN YLD Tolco 1164422, 1181434 PO Release: WEST Customer Part 6. 15212152	33.85 CWT	\$2,194.53

51043
572056
171000

Subtotal	Tax	Freight	Total
\$2,194.53	\$0.00	\$0.00	\$2,194.53

A statement of \$19.91 may be taken if paid by 8/19/2021
Discount does not apply to freight or origin fee may be reflected in the price of other materials

MidWest Materials, Inc. has agreed with the Fair Labor Standards Act of 1938 as amended, in providing for the following terms of payment:

MidWest Materials, Inc.
Complete Steel Service Center
3687 Shepard Road, P.O. Box 345
Perry, Ohio 44081
Phone: (440) 259-5200 Fax: (440) 259-5204
TIN: 34-0793843

Bill To:
HENDERSON PRODUCTS INC
1065 S THIRD ST
MANCHESTER IA 52057

Ship To:
HENDERSON PRODUCTS INC
1065 S THIRD ST
MANCHESTER IA 52057

Purchase Order No.	Customer No.	Salesperson	Center	Final Terms	Payment Terms	ROI Number
24351500	0151520	Rich McCarty	Cleveland Transportation	Prepaid	1% 10, Net 30	00610100

Quantity	Description	Unit Price	Extended
12,928 Lbs	240X10M (14") x 72.0000 x 157.0000 HRPO-ST 50 MIN YLD Tolco 1164422, 1181434 PO Release: WEST Customer Part 6. 15212155	74.00 CWT	\$9,566.72

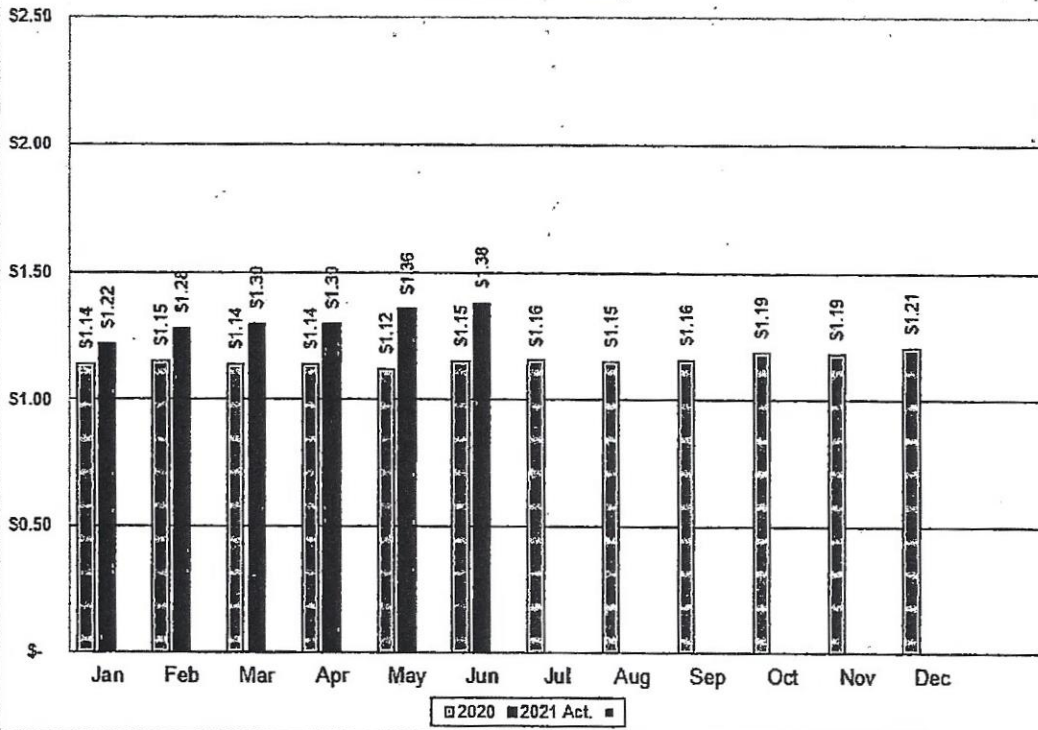
Subtotal	Tax	Freight	Total
\$9,566.72	\$0.00	\$0.00	\$9,566.72

A statement of \$90.35 may be taken if paid by 8/19/2021
Discount does not apply to freight or origin fee may be reflected in the price of other materials

MidWest Materials, Inc. has agreed with the Fair Labor Standards Act of 1938 as amended, in providing for the following terms of payment:

201 Stainless Steel:

201 Stainless Pricing



14% increase

thyssenkrupp Materials USA
Ken-Mac Metals

thyssenkrupp
PAGE 1 OF 1

INVOICE

DATE: 02/15/2021
INVOICE NO: 4105022746 *
CUSTOMER NO: 18051459 *
DELIVERY NO: 2408024285
ORDER NO: 1404602490
YOUR PO NO: 221376-00
DATE: 02/17/2021

CONTACT: Terra Taylor
TEL:
FAX:
EMAIL: Terra.Taylor@thyssenkrupp.com

* please settle at payment

Please remit payments to:
thyssenkrupp Materials USA, Inc.
PO Box 2425
Coral Gables, FL 33132-2425

Ship-to:
HENDERSON MFG 1085 S THIRD ST, MANCHESTER, IA 52057-2003
Delivery Date:

ITEM	DESCRIPTION	QTY1 USLB	QTY2 USLB	PRICE UNIT	EXTENDED PRICE
0010	SSFLR25481 T-201 Stainless Steel Annealed 2B Paper Intlv Sheet 0.17700 X Width 60.0000 X Length 183 Standard Packaging Client's Ref: 210760192 Order No: 221376-00 Fuel Surcharge Included	12,363 LB		115.92 USD 100 LB	14,331.19
Weight total:		12,363 LB			
Items total:					14,331.19
Net Amount:					14,331.19
TAX:					0.00
TOTAL:					14,331.19

Payment terms: Up to 02/25/2021 you receive 0.500 % discount
Up to 03/17/2021 without deduction

Delivery Terms: PPD (gen. Incoterms 2000) Prepaid

INVOICE WILL BE DATED THE DAY OF SHIPMENT. INTEREST WILL BE CHARGED ON PAYEE ACCOUNTS AT THE RATE OF 1.5% PER MONTH.

PRICE SHOWN IS SUBJECT TO PRICE IN EFFECT AT THE TIME OF SHIPMENT. WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF RCRA ONLY AND NOT OF THE FEDERAL RESOURCE ACT AS AMENDED AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER RCRA OR THE FRA.

For terms and conditions please refer to website:
By accepting this purchase order the terms and conditions are accepted as stated on <http://www.thyssenkrupp.com/usa/kenmac/customer/conditions.html>

For all net and packages, weight may be based on theoretical or regulated weight

thyssenkrupp Materials USA
Ken-Mac Metals

thyssenkrupp
PAGE 1 OF 1

INVOICE

DATE: 02/15/2021
INVOICE NO: 4105022746 *
CUSTOMER NO: 18051459 *
DELIVERY NO: 2408024285
ORDER NO: 1404602490
YOUR PO NO: 221376-00
DATE: 02/17/2021

CONTACT: Terra Taylor
TEL:
FAX:
EMAIL: Terra.Taylor@thyssenkrupp.com

* please settle at payment

Please remit payments to:
thyssenkrupp Materials USA, Inc.
PO Box 2425
Coral Gables, FL 33132-2425

Ship-to:
HENDERSON MFG 1085 S THIRD ST, MANCHESTER, IA 52057-2003
Delivery Date:

ITEM	DESCRIPTION	QTY1 USLB	QTY2 USLB	PRICE UNIT	EXTENDED PRICE
0010	SSFLR27155 T-201 Stainless Steel Annealed 2B Paper Intlv Sheet 0.17700 X Width 60.0000 X Length 157 Standard Packaging Client's Ref: 210760156 Order No: 221376-00 Fuel Surcharge Included	6,034 LB		132.83 USD 100 LB	7,966.69
Weight total:		6,034 LB			
Items total:					7,966.69
Net Amount:					7,966.69
TAX:					0.00
TOTAL:					7,966.69

Payment terms: Up to 02/19/2021 you receive 0.500 % discount
Up to 07/09/2021 without deduction

Delivery Terms: PPD (gen. Incoterms 2000) Prepaid

INVOICE WILL BE DATED THE DAY OF SHIPMENT. INTEREST WILL BE CHARGED ON PAYEE ACCOUNTS AT THE RATE OF 1.5% PER MONTH.

PRICE SHOWN IS SUBJECT TO PRICE IN EFFECT AT THE TIME OF SHIPMENT. WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF RCRA ONLY AND NOT OF THE FEDERAL RESOURCE ACT AS AMENDED AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER RCRA OR THE FRA.

For terms and conditions please refer to website:
By accepting this purchase order the terms and conditions are accepted as stated on <http://www.thyssenkrupp.com/usa/kenmac/customer/conditions.html>

For all net and packages, weight may be based on theoretical or regulated weight

ID PO	ID ITEM	DESCR ITEM 1	DATE RCV	QTY RCV	QTY INVC	COST EXPECT	INV CST	COST UNIT LAST	INVOICE #
214310	3010	RM,SHT,10GA,304SS-2B	6/10/2021	21,027.00	21,027.00	\$ 1.52	\$ 1.54	\$ 1.53	214310-2130
214310	3010	RM,SHT,10GA,304SS-2B	3/25/2021	49,446.00	49,446.00	\$ 1.52	\$ 1.54	\$ 1.53	
214310	3010	RM,SHT,10GA,304SS-2B	1/25/2021	41,829.00	41,829.00	\$ 1.32	\$ 1.35	\$ 1.35	214310-2130
214310	3010	RM,SHT,10GA,304SS-2B	12/1/2020	30,809.00	30,809.00	\$ 1.32	\$ 1.35	\$ 1.35	
214310	3010	RM,SHT,10GA,304SS-2B	10/2/2020	32,164.00	32,164.00	\$ 1.32	\$ 1.32	\$ 1.32	
214310	3010	RM,SHT,10GA,304SS-2B	8/14/2020	21,443.00	21,443.00	\$ 1.32	\$ 1.32	\$ 1.32	
214310	3010	RM,SHT,10GA,304SS-2B	7/8/2020	20,758.00	20,758.00	\$ 1.28	\$ 1.28	\$ 1.28	
214310	3010	RM,SHT,10GA,304SS-2B	6/2/2020	11,340.00	11,340.00	\$ 1.32	\$ 1.32	\$ 1.32	
214310	3010	RM,SHT,10GA,304SS-2B	5/29/2020	36,012.00	36,012.00	\$ 1.49	\$ 1.35	\$ 1.36	
214310	3010	RM,SHT,10GA,304SS-2B	5/18/2020	22,209.00	22,209.00	\$ 1.37	\$ 1.37	\$ 1.37	
214310	3010	RM,SHT,10GA,304SS-2B	4/13/2020	15,897.00	15,897.00	\$ 1.37	\$ 1.37	\$ 1.37	
214310	3010	RM,SHT,10GA,304SS-2B	2/24/2020	15,897.00	15,897.00	\$ 1.36	\$ 1.36	\$ 1.36	

Stainless Steel Surcharge Trends

Month	201	301	304	316L	430
June-21	\$ 0.6885	\$ 0.8095	\$ 0.9612	\$ 1.2793	\$ 0.3861
May-21	\$ 0.6647	\$ 0.7740	\$ 0.9139	\$ 1.2048	\$ 0.3861
April-21	\$ 0.6101	\$ 0.7261	\$ 0.8724	\$ 1.2095	\$ 0.3122
March-21	\$ 0.6079	\$ 0.7349	\$ 0.8920	\$ 1.2209	\$ 0.2866
February-21	\$ 0.5829	\$ 0.7103	\$ 0.8592	\$ 1.1447	\$ 0.2866
January-21	\$ 0.5230	\$ 0.6414	\$ 0.7808	\$ 1.0398	\$ 0.2432
December-20	\$ 0.4660	\$ 0.5786	\$ 0.7083	\$ 0.9542	\$ 0.2066
November-20	\$ 0.4414	\$ 0.5469	\$ 0.6672	\$ 0.8906	\$ 0.2030
October-20	\$ 0.4471	\$ 0.5567	\$ 0.6802	\$ 0.9001	\$ 0.2030
September-20	\$ 0.4120	\$ 0.5112	\$ 0.6231	\$ 0.8113	\$ 0.1920
August-20	\$ 0.3971	\$ 0.4859	\$ 0.5870	\$ 0.7652	\$ 0.1993
July-20	\$ 0.4054	\$ 0.4858	\$ 0.5822	\$ 0.7780	\$ 0.2139
June-20	\$ 0.3953	\$ 0.4688	\$ 0.5596	\$ 0.7624	\$ 0.2139
Month / Month	3.58% ↑	4.59% ↑	5.18% ↑	6.18% ↑	0.00% ↑
Year / Year	74.17% ↑	72.67% ↑	71.77% ↑	67.80% ↑	80.50% ↑



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

Equipment Division

83 Brushy Fork Crossing • Post Office Box 610
Buckhannon, West Virginia 26201 • (304) 472-1750

Byrd E. White, III
Secretary of Transportation/
Commissioner of Highways

Jimmy Wriston, P. E.
Deputy Secretary/
Deputy Commissioner

July 13, 2021

MEMORANDUM

TO: John Estep
Department of Administration
Purchasing Division

FROM: Jeffrey M. Pifer, P. E.
Director
Equipment Division

SUBJECT: Contract Change Order
Request for Price Increase for
Open End Contract CMA 0803 DOT1800000012/7017EC13

Kristy Jones 7/22/21

Jeffrey M. Pifer

Please find attached a request for a price increase from the vendor Matheny Motor Truck Company. The request includes supporting information from the truck manufacturer.

The vendor has furnished all necessary letters and pricing for this request. All terms, conditions, and specifications except for the pricing will remain the same.

If any further information is required, please contact my office at (304) 473-5500.

JMP:Ch
Attachments

*App'd increase
discussed w/
Mike Sheets : Frank
Whitaker 7/28/21
Thy*



Lyle, Tara L <tara.l.lyle@wv.gov>

CMA DOT18-12 Price Increase

1 message

James, Kristy E <kristy.e.james@wv.gov>

Thu, Jul 22, 2021 at 10:11 AM

To: Tara L Lyle <Tara.L.Lyle@wv.gov>

Tara,

Equipment Division is requesting to process a change order for a price increase on the Matheny contract which expires on 9/14. The Division would like to order one more round of trucks if possible. I've attached the change order documentation. Please let me know if you have any questions.

I've entered this into OASIS, but I don't think I did it right. Let me know what I need to change or if it is even possible.

Thanks



CMA DOT 18-12 Price Increase.pdf

394K



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2021

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

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

PRODUCER United Security Agency, Inc. 139 W. Main Street Bridgeport WV 26330		CONTACT NAME: Carla Dobbins PHONE (A/C, No, Ext): 304-848-2642 FAX (A/C, No): 304-842-7321 E-MAIL ADDRESS: cdobbins@unitedsecurityagency.com		
INSURED Matheny Motor Truck Company PO Box 1304 Parkersburg WV 26102-1304		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Erie Insurance Exchange		26271
		INSURER B : Erie Insurance		26830
		INSURER C : Erie Insurance Company		26263
		INSURER D : TRAVELERS		25674
		INSURER E : Erie Ins Co Of NY		16233
		INSURER F : Employers		10346

COVERAGES

CERTIFICATE NUMBER: 967150911

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Q43-0156147 - VA, MD & OH Q43-5150707 - WV	7/1/2021 7/1/2021	7/1/2022 7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A C B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Garage Liab. <input checked="" type="checkbox"/> Contingent L			Q07-0181495 - MD Q07-0181495 - VA Q07-5180941 - OH Q07-5180942 - WV	7/1/2021 7/1/2021 7/1/2021 7/1/2021	7/1/2022 7/1/2022 7/1/2022 7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Q31-5170364 ZUP-16N2652A-20-NF	7/1/2021 7/1/2021	7/1/2022 7/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Excess Umbrella \$ 10,000,000
E F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	Q91-5102550 EIG2887877-01 - Florida	7/1/2021 8/20/2020	7/1/2022 8/20/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WV Broad Form E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Matheny Motor Truck Company
PO Box 1304
Parkersburg WV 26102-1304

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

AUTHORIZED REPRESENTATIVE

Carla Dobbins

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STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: MATHENY MOTOR TRUCK COMPANY

Authorized Signature: *M. J. Matheny* Date: 07/12/2021

State of WV

County of WOOD, to-wit:

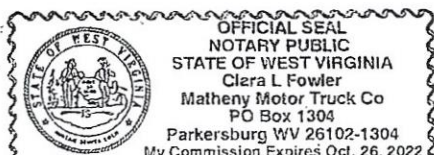
Taken, subscribed, and sworn to before me this 12TH day of JULY, 2021.

My Commission expires OCTOBER 26, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC

Clara L. Fowler



West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

MATHENY MOTOR TRUCK COMPANY

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	1/7/1939		1/7/1939	Domestic	Profit			

Organization Information			
Business Purpose	4411 - Retail Trade - Motor Vehicle and Parts Dealers - Automobile Dealers (new, used)		Capital Stock 5000.0000
Charter County	Wood	Control Number	0
Charter State	WV	Excess Acres	0
At Will Term	Member Managed		
At Will Term Years	Par Value		1.000000
Authorized Shares	5000	Young Entrepreneur	Not Specified

Addresses	
Type	Address
Local Office Address	3RD & ANN ST PARKERSBURG, WV, 26101
Mailing Address	PO BOX 1304 PARKERSBURG, WV, 261021304 USA
Notice of Process Address	TIMOTHY L MATHENY PO BOX 1304 315 ANN STREET PARKERSBURG, WV, 26101
Principal Office Address	3RD & ANN STREET PARKERSBURG, WV, 26101 USA
Type	Address

Officers	
Type	Name/Address
Director	MICHAEL J. MATHENY THIRD & ANN STREETS PARKERSBURG, WV, 26101
Incorporator	L. G. MATHENY 1717 TWENTIETH ST. PARKERSBURG, WV, 26101
Incorporator	HESSIE MATHENY 1717 TWENTIETH ST. PARKERSBURG, WV, 26101
President	TIMOTHY L. MATHENY THIRD & ANN STREETS PARKERSBURG, WV, 26101
Secretary	JULIE H. MATHENY THIRD & ANN STREETS PARKERSBURG, WV, 26101
Vice-President	MONICA C. MATHENY 315 ANN ST. PARKERSBURG, WV, 26101
Type	Name/Address

DBA			
DBA Name	Description	Effective Date	Termination Date
HINO TRUCKS OF WILLIAMSTOWN	TRADENAME	9/17/2010	
MATHENY FIRE & EMERGENCY	TRADENAME	7/18/2014	
MATHENY HEAVY DUTY TRUCK PARTS	TRADENAME	11/6/1987	5/14/2007
MATHENY SUZUKI	TRADENAME	10/14/2005	11/15/2012
MATHENY WHITE GMC VOLVO TRUCKS	TRADENAME	11/6/1987	5/14/2007
DBA Name	Description	Effective Date	Termination Date

Date	Amendment
1/18/2007	RESTATED ARTICLES OF INCORPORATION FILED.
1/11/2007	AMENDMENT FILED THAT EFFECTIVE JANUARY 2, 2007, PRESIDENT IS TIMOTHY L. MATHENY AND MICHAEL J. MATHENY WILL BE CEO.
1/4/1996	AMENDMENT FILED CHANGING PAR VALUE OF SHARES FROM 100.00 TO 5000 SHARES AT 1.00 PAR VALUE
Date	Amendment

Annual Reports
Filed For
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Date filed

For more information, please contact the Secretary of State's Office at 304-558-8000.

Wednesday, August 4, 2021 — 4:25 PM

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