



**Extended Description:**

THE VENDOR, ALLEGHENY AGGREGATES INC., AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, INTO AN OPEN-END CONTRACT TO PROVIDE STONE AND AGGREGATE MATERIALS AND DELIVERY BY THE VENDOR TO ESTABLISHED LOCATIONS PER THE SPECIFICATIONS, TERMS AND CONDITIONS, BID REQUIREMENTS, ADDENDUM NO\_1 DATED 07/22/2021, AND THE VENDOR'S BID DATED 08/11/2021, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

| Line         | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|--------------|----------------|--------------|----------|------|------------|
| 1            | 11111600       |              |          | EA   | 0.000000   |
| Service From |                | Service To   |          |      |            |
|              |                |              |          |      |            |

**Commodity Line Description:** STONE AGG 2021 MAT.&DEL. BY VENDOR

**Extended Description:**

STONE AGGREGATE CINDERS 2021 MAT.&DEL. BY THE LOW-BID VENDOR PER ATTACHED PRICING PAGES AND INFORMATION ATTACHMENT FORM

## **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:** This Contract becomes effective on November 15, 2021 and the initial contract term extends until (1) one year.

**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 maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **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.

☐ **Other:** See attached \_\_\_\_\_  
Revised 04/21/2021

**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.

**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 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 below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **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.

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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 and must include the State as an additional insured on each policy 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 or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000 (one million) 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.

☒ State of West Virginia must be listed as additional Insured on Insurance Certificate. Certificate holder should read as follows:

☒ State of WV  
1900 Kanawha Blvd. E., Bldg. 5  
Charleston, WV 25305

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**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. [Reserved]**

**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 with regard to 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 CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**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. PURCHASING AFFIDAVIT:** 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. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**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](mailto: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 or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. 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

- d. 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.

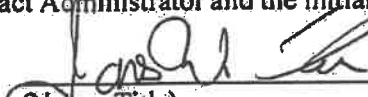
**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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 Revised 04/21/2021

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.

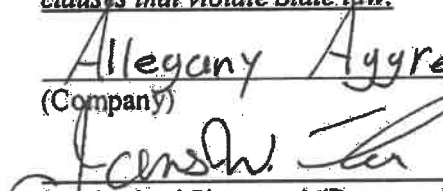
**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**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.

 Sales Mgr.  
(Name, Title)  
James W. Eber Sales Mgr.  
(Printed Name and Title)  
PO Box 127 Cumberland, MD 21501  
(Address)  
301-777-1777 301-777-3741  
(Phone Number) / (Fax Number)  
JIM@AGG-MGT.COM  
(email address)

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

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

 Sales MGR  
(Company)  
James W. Eber Sales MGR  
(Authorized Signature) (Representative Name, Title)

James W. Eber Sales MGR  
(Printed Name and Title of Authorized Representative)

8/10/2021  
(Date)

301-777-1777 301-777-3741  
(Phone Number) (Fax Number)



REQUEST FOR QUOTATION  
Stone & Aggregate Delivery by Vendor

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways and the West Virginia Adjutant General's Office/West Virginia Army Reserve National Guard, to establish an open-end contract for various sizes and types of Stone, Aggregate, and Cinder materials with delivery by the Vendor, F.O.B. to **ESTABLISHED Agency Storage Sites ONLY** throughout the State of West Virginia. The bid price for contract Items shall include Delivery at the Vendor's expense.
2. **DEFINITIONS:** The terms used throughout this solicitation shall have the assigned meanings as indicated below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **"Contract Item, Items or Pay Items" and "Materials"**- interchangeable terms for the list of goods and/or services identified throughout this contract and its Attachments.
  - 2.2 **"Solicitation"**- official notice published by the West Virginia Purchasing Division of an opportunity to bid to supply the State of WV with goods and/or services.
  - 2.3 **"WVDOH"** - the West Virginia Division of Highways.
  - 2.4 **"Agency"** -West Virginia Division of Highways and/or the Adjutant General's Office, West Virginia Army Reserve National Guard.
  - 2.5 **"AASHTO"** - American Association of State Highway and Transportation Officials.  
Reference: [www.transportation.org](http://www.transportation.org).
  - 2.6 **"Contractor" or "Vendor"** - interchangeable terms referring to any person or entity that submits 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 contract Items through this contract.
  - 2.7 **"Standard Specs"** - the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Spec book edition, as amended/modified by all subsequent annual Supplemental Specifications.
  - 2.8 **"Emergency Work" and "Emergency Requests"** – interchangeable terms for the delivery of goods and/or services (as designated by Agency District Engineer or his designee at a minimum), which must be done without delay by the Vendor based on Agency need and owing to circumstances for which the Agency could not have reasonably expected.

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- 2.9 "F.O.B. Destination" - Free-on-Board Destination** - Vendor or its designee bears the freight charges, owns the goods while in transit, and will deliver goods to the location specified on the Delivery Order via truck/other conveyance without any expense to the purchaser. The bid price for materials shall include Delivery at the Vendor's expense.
- 2.10 "Attachment A, Pricing Pages," and "ATT A"** - interchangeable terms for the MANDATORY FORM attached hereto and available as an electronic spreadsheet, to be completed by the Vendor for supplying the schedule of Prices and totals, used by the Agency to evaluate the bid responses, and/or for ordering.
- 2.11 "Attachment B, Information Form," and "ATT B"** - interchangeable terms for the MANDATORY FORM attached hereto and available as an electronic spreadsheet, to be completed by Vendor to supply the names and details of its sourced plants and storage locations, certification status, and/or key personnel, contact information, or other essential information related to pricing, as defined herein.
- 2.12 "Liquidated Damages"** - monetary compensation due from the Vendor in the event the Vendor's contract Items as supplied fall short of contractual stipulation or breach the contract. Failures in delivery or quality of contract Items by the Vendor may result in the Agency assessing charges for such deficiencies.

**3. GENERAL REQUIREMENTS:**

- 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the contract Items listed herein on an open-end and continuing basis. The Agency shall deem a bid non-responsive, either in part or whole, for failure to submit any required documents as notated herein. Contract Items must meet or exceed the mandatory requirements as shown below.

- 3.1.1 WHAT NEEDS INCLUDED WITH THE BID:** These Specifications have been modified since the previous solicitation. The Vendor should carefully read this entire invitation to bid. Omitting any required forms, Attachments, or documentation described throughout will result in disqualification of the bid, in part or whole. As detailed herein, the Vendor shall include, at a minimum,
- ☐ the entire *completed* bid invitation/ solicitation document,
  - ☐ Signature Pages,
  - ☐ Contract Manager page with name, email, phone number, etc.
  - ☐ All pricing related ATTACHMENTS (ATT A, and ATT B, etc.):
    - ☐ ATT A -Pricing Page (preferably done in electronic spreadsheet format)
    - ☐ ATT B -Information Form
  - ☐ Purchasing Affidavit
  - ☐ Ethics/Disclosure when provided by the Agency as part of the Solicitation
  - ☐ All other required forms or supportive information as stated herein.

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- 3.2 Specifications:** The following Sections of the Standard Specs shall apply to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, and 401, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest Supplemental) by completing the attached "Standard Specifications Order Form" and emailing it to [DOHSpecifications@wv.gov](mailto:DOHSpecifications@wv.gov) or mailing it to the following address:

West Virginia Division of Highways  
Contract Administration  
Building 5, Room 840  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

A free electronic copy of the Standard Specs may be obtained by sourcing:  
[https://transportation.wv.gov/highways/contractadmin/specifications/Documents/SpecBookOrderForm\\_20171128.pdf](https://transportation.wv.gov/highways/contractadmin/specifications/Documents/SpecBookOrderForm_20171128.pdf)

- 3.3 Materials:** The following materials are to be provided under this contract.

| <u>MATERIAL</u>                                | <u>STANDARD SPECS SECTION</u> |
|------------------------------------------------|-------------------------------|
| Fine Aggregate (NOTE 1)                        | 702                           |
| Coarse Aggregate (NOTE 1 & 4)                  | 703                           |
| Crushed Stone                                  | 703.1                         |
| Riprap                                         | 704.2                         |
| Stone for Gabions                              | 704.3                         |
| Shot Rock                                      | 704.8                         |
| Abrasives (NOTES 2, 3, 5 & 8)                  |                               |
| Aggregate for Base and Sub-base                | 704.6                         |
| No. 8 Modified and No. 9 Modified (NOTE 3 & 4) | 703.3                         |
| No. 11 Limestone for SRIC (NOTE 6)             | 703.1                         |
| Quarry Waste (NOTE 7)                          |                               |
| Steel Slag for SRIC (NOTE 8)                   | 703.3                         |
| Imbricated Stone (NOTE 9)                      | 704.5                         |

**NOTE 1:** Fine aggregate on the pricing page shall be for Portland cement concrete or mortar sand. The particular type shall be specified by the Agency on the Delivery Order. Coarse aggregate on the Pricing Pages is identified by an AASHTO standard size: e.g., AASHTO Size No. 1, AASHTO Size No. 467, etc. Aggregate for base and sub-base on the Pricing Pages is identified by class: e.g., Class 1, Class 2, and Class 9, etc.

**NOTE 2:** Abrasives shall conform to the following specifications:

A. Quality

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1. Liquid limit shall not exceed 25 and plasticity index shall not exceed six (6).
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard No. 4 (4.75 mm) sieve.
3. When gravel is used as an abrasive, the material retained on the No. 8, the sieve shall have a majority of crushed particles.

**B. Gradation**

The material shall conform to the following gradation requirements of AASHTO T-27:

| <u>SIEVE SIZE</u> | <u>% PASSING BY WEIGHT</u> |                 |
|-------------------|----------------------------|-----------------|
|                   | <u>Standard</u>            | <u>Modified</u> |
| 1/2 inch          | 100                        | 100             |
| 3/8 inch          | 85-100                     | 85-100          |
| No. 100           | 0-10                       | 0-4             |

**NOTE 3:** In addition to meeting the gradation requirements of AASHTO No. 8 and No. 9 aggregate in table 703.4, Modified AASHTO No. 8 and Modified AASHTO No. 9 aggregate shall have a maximum of 2% passing the No. 200 sieve, when sampled at the source (the Vendor's last point of possession), prior to shipment, as determined by AASHTO T-11 and T-27. The aggregates shall be crushed with a minimum of 80% two face fracture. Modified AASHTO No. 8 and Modified AASHTO No. 9 aggregate shall meet all other requirements for AASHTO No. 8 and AASHTO No. 9 aggregate.

**NOTE 4:** With the exception of the following contract items, grading on all specified sieve sized for material furnished shall be determined by AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11:

Item J, AASHTO No. 7  
Item K, AASHTO No. 8  
Item L, AASHTO No. 9  
Item S, AASHTO No. 8 Modified  
Item T, AASHTO No. 9 Modified

The grading for the above items shall be determined by AASHTO T-27 and AASHTO T-11.

**NOTE 5:** Cinders shall conform to the following specifications:

**A. Definition**

Cinders (Power Plant Slag) consists of Wet Bottom Boiler Slag (shiny, black, glassy material) formed when molten ash from the burning of coal drops into water and shatters at the bottom of the boiler, and/or Bottom Ash formed when ash particles from the burning of pulverized coal is allowed to air cool at the bottom of the furnace.

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**B. Quality**

Total deleterious substances, including but not limited to metal, glass, clay, shale, and thin or elongated pieces, shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the US Standard No. 4 (4.75 mm) sieve.

**C. Gradation**

The material shall conform to the following gradation requirements of AASHTO T-27.

| <u>SIEVE SIZE</u> | <u>% PASSING BY WEIGHT</u> |
|-------------------|----------------------------|
| 1/2 inch          | 100                        |
| 3/8 inch          | 85-100                     |
| No. 100           | 0-20                       |

**NOTE 6:** No. 11 Limestone for SRIC shall conform to the following specifications:

**A. Quality**

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 1% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard No. 8 (2.36 mm) sieve.

**B. Gradation**

The material shall conform to the following gradation requirements of AASHTO T-27:

| <u>SIEVE SIZE</u> | <u>% PASSING BY WEIGHT</u> |
|-------------------|----------------------------|
| 3/8 inch          | 100                        |
| No. 4             | 40-90                      |
| No. 8             | 10-40                      |
| No. 100           | 0-5                        |

**NOTE 7:** Quarry Waste shall meet the WVDOH specifications 716.1.1 – Random Material.

**NOTE 8:** Steel Slag for SRIC, Pricing Pages Item OC, shall conform to the following specifications:

**A. Quality**

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard No. 4 (4.75 mm) sieve.

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**B. Gradation**

The material shall conform to the following gradation requirements determined as per AASHTO T-27:

| <u>SIEVE SIZE</u> | <u>% PASSING BY WEIGHT</u> |
|-------------------|----------------------------|
| 1/2 inch          | 100                        |
| 3/8 inch          | 85-100                     |
| No. 100           | 0-20                       |

**NOTE 9:** Imbricated Stone/Rock shall meet the Standard Specs 704.5 – Special Rock Fill, as amended. Size shall be a minimum of 36 inches with a maximum of 72 inches. Imbricated Stone/Rock shall have two flat surfaces that may be used in a stackable manner. Imbricated Stone/Rock may be used in conjunction with Standard Specs 218.3 and 218.4, as amended.

- 3.4 Sampling and Testing** for quality of all items furnished in this contract will be the responsibility of the WVDOT. Minimum frequency of sampling and testing for quality on all materials (other than those sources already covered by the WVDOT's "commercial source" approval) will be at least one sample every six days of shipment (or if tested during production, at least one sample every six days of production).

Other minimum frequencies shall be in accordance with the following:

| <u>Property</u>                 | <u>Frequency</u>                                                                                                                                                                                                                                     |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Gradation<br>Delivered Material | One sample per each day of shipment or if tested during production, one sample per each day of production. See NOTE 1 below.                                                                                                                         |
| Gradation                       | (A-1 Source) One sample per each week of shipment per MP 700.00.52; or if tested during production, one sample per each day of production. See Note 1 below.<br>(A-2 Source) One sample per 250 tons shipped and a minimum of one per week shipment. |
| Moisture Content                | See NOTE 2 below.                                                                                                                                                                                                                                    |

All samples taken by the Vendor shall be by a Certified Aggregate Sampler or Certified Aggregate Inspector. Tests shall be performed by a Certified Aggregate Inspector.

**NOTE 1:** The Vendor will be responsible for providing test results attesting to the gradation of materials delivered. Gradation results from the production source will be acceptable.



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**NOTE 2:** In the event visual inspection of the aggregate indicates excess or unusual moisture beyond what is normally expected in the aggregate, the WVDOH reserves the right to determine the moisture content by standard methods in accordance with established Division procedures. If this becomes necessary, the net weight of the portion represented will be adjusted utilizing the test results obtained by the WVDOH in accordance with MP 700.00.22. Items OA, OB, OC, PA and PB (Abrasives) will be considered fine aggregate outlined in MP 700.00.22.

- 3.5 Acceptance Plan:** Per Section 703 of the Standard Specs, as amended, crushed stone shall consist of particles of clean, hard, tough, durable rock, free from adherent and foreign material. Acceptance for gradation shall be based on test results, provided and certified by the Vendor to be true test results and representative of the material supplied to the 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 in accordance with the Vendor's quality control plan outlined in MP 700.00.51. The Vendor shall provide the gradation test results to the Agency within 72 hours.

The Agency reserves the right to have environmental sources sample, test, and evaluate material deliveries. If material fails to comply with the WVDOH quality requirements, the nonconforming material will not be accepted and shall be removed and replaced at the Vendor's expense or, at the option of the ordering District, 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 the Vendor to be true test results and representative of the material supplied to the 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 in accordance with the Vendor's quality control plan outlined in MP 700.00.51, as amended. The Vendor shall provide the gradation test results to the WVDOH within 72 hours.

Gradation test results shall be averaged in accordance with MP 300.00.51, 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.

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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.

**TABLE 1**

| <b><u>NONCONFORMING<br/>SIEVE SIZE</u></b> | <b><u>MULTIPLICATION<br/>FACTOR</u></b> |
|--------------------------------------------|-----------------------------------------|
| Plus No. 40                                | 1                                       |
| No. 40                                     | 1.5                                     |
| No. 50                                     | 1.5                                     |
| No. 100                                    | 2.0                                     |
|                                            | (1.3 for abrasives and Cinders)         |
| No. 20                                     | 2.5                                     |
| 1/2"                                       | 1                                       |
| 3/8"                                       | 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 which is 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.

**TABLE 2**

| <b><u>DEGREE OF<br/>NON-CONFORMANCE</u></b> | <b><u>PERCENT OF CONTRACT<br/>PRICE TO BE REDUCED</u></b> |
|---------------------------------------------|-----------------------------------------------------------|
| 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                             | *                                                         |

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

In the event a Vendor delivers 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 his 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: The percent price reduction shall be determined as set forth above for the non-conforming sub-lot. The quantity of the non-conforming sub-lot shall then be calculated as a percent of the Total of material contained in the stockpile. To determine the price reduction on the specific quantity delivered, multiply the percent of non-

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conforming material contained in the stockpile by the quantity delivered, 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 delivered, say 15 tons, will be multiplied by 0.10 (10 percent failing material) which equals 1.5 tons. These 1.5 tons will thus have its price reduced by 4 percent. The remaining 13.5 tons will be paid for at full contract price.

$$TD \left( 1 - \frac{PQ_n}{100Q_t} \right) = AP \text{ (price to be paid after adjustment)}$$

**WHERE**

- T = tonnage delivered
- P = percent price reduction
- D = cost per ton
- Q<sub>n</sub> = quantity of non-conforming sub-lot(s)
- Q<sub>t</sub> = quantity of total stockpile
- AP = adjusted payment

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

In the event material is delivered from a continuous stockpile which is continuously being replenished while also having material removed for these applications, certification shall be based on the shipment samples.

- 3.6 Weighing Materials Delivered by Modes of Transportation Other Than Trucks:** Materials delivered to the designated site by barge, or other non-truck modes shall have their weight determined by a means acceptable to the Agency, and the weights of such materials shipped shall be certified, by the Vendor or his authorized agent, to be correct. The minimum barge delivery requested will be approximately 6,500 tons per

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the order. When barge delivery is required, contract Items will be ordered in 1,500-ton increments.

- 3.7 Bid Instructions:** Vendor shall supply its pricing with corresponding plant source and storage site information for all Items bid by completing Attachments A and B. Vendors may bid any or all Items and locations. The ATT A and ATT B are separate Excel spreadsheets for the materials with Delivery contract. To expedite the bid evaluation, the Vendor should electronically enter its bid information in the ATT A and ATT B Agency spreadsheets provided and upload them with its bid documents into wvOASIS, if available. The Vendor can request the electronic copy of the spreadsheet by sending an email request to the buyer for this solicitation: [John.W.Estep@wv.gov](mailto:John.W.Estep@wv.gov)

No future use of the contract or any individual Item is guaranteed or implied throughout the life of this contract. The Agency(s) supplies estimated purchase volume as an approximation only, intended strictly for bid evaluation and award determination purposes. Bidding on any one contract Item may not imply the acceptance of the bid on any other contract Item(s).

- 3.7.1 Attachment A (ATT A) Pricing Pages:** After placing the Vendor's name at the top of each ATT A, the Vendor shall provide its Item pricing including delivery by Vendor, F.O.B. destination/to Agency's Established storage locations, from Vendor's storage sites on the ATT B(s). Agency locations are broken down by TABS in the ATT A spreadsheet. For delivery to the location specified by the Agency on its Delivery Orders, at the time of need sent to the Vendor.

- 3.7.2 Attachment B (ATT B) Information Forms:** After placing its name at the top of each ATT B, the Vendor may list multiple Source and Storage Sites on the ATT B. For each item bid, the Vendor shall supply the following information on the ATT B, which shall correspond with the ATT A Pricing, for Limestone, Sandstone, Gravel, Sand, Cinders, Blast Furnace Slag, or Steel Slag:

- Exact Name and Physical Address of Plant Sourcing Material
- Exact Physical Address Location of Vendor's Storage Site(s)
- Contact information for recipient of Agency Orders
- Contact information for recipient of Agency Invoices

- 3.7.3 FAILURE TO PROVIDE THE ATT A PRICING AND THE ATT B WITH THE BID SHALL DISQUALIFY THE BID ITEMS.**

- 3.8 Emergency Work** as ordered by WVDOH District Engineer or his designee is work that shall be initiated within twenty-four (24) hours from when the Delivery Order is received by the Vendor, therefore a rushed response with goods or service delivery is needed from the Vendor, (see Section 2.8). Emergency work shall be prominently

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noted on the Delivery Order. Designated Emergency work shall be paid at 1.25 times the Vendor's contract price.

4. **SAFETY: Pandemic-Response Safety Protocols:** In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff or designee shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH location/jobsite. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer.
5. **CONTRACT AWARD:** This contract is intended to provide Agencies with a purchase price on all contract Items. A contract shall be awarded to all responsible, qualified Vendors. At the time of need, the Agency will create a Delivery Order, evaluate ATT A and ATT B from each contract, determine a unit price for contract Items by location, and order from the Vendor whose bid is low based on price per cubic yard, (see Section 5.1.1).

**5.1 DETERMINING LOW BID for Delivery Established Agency Locations:** To determine the low bid Vendor, the Agency District Engineer or his designee will determine quantities needed by the District, calculate the lowest per Unit Cost, and issue a Delivery Order to that low bid Vendor. The Agency reserves the right to request any one or a combination of awarded Items at the lowest overall total.

**5.1.1 Cost per Cubic Yard** shall be determined by multiplying the Vendor's per ton bid price in dollars by a "Tons per Cubic Yard Factor" per the table below:

**TABLE 5.1.1 Aggregate – Tons per Cubic Yard Factors**

| Item                                   | Type of Material<br>(Numbers in parenthesis are pounds per cubic yard.) |             |             |                          |             |             |
|----------------------------------------|-------------------------------------------------------------------------|-------------|-------------|--------------------------|-------------|-------------|
|                                        | Limestone                                                               | Sandstone   | Gravel      | Blast<br>Furnace<br>Slag | Steel Slag  | Cinders     |
| Class 1, 2, 9,<br>10                   | 1.46 (2920)                                                             | 1.46 (2920) | 1.46 (2920) | 1.36 (2720)              | 1.57 (3140) | 1.81 (3620) |
| AASHTO<br>sizes<br>No. 1 thru<br>No. 7 | 1.30 (2600)                                                             | 1.30 (2600) | 1.30 (2600) | 1.04 (2080)              | 1.41 (2820) | 1.61 (3220) |

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|                                         |             |             |             |             |             |              |
|-----------------------------------------|-------------|-------------|-------------|-------------|-------------|--------------|
| AASHTO<br>sizes<br>No. 8 thru<br>No. 10 | 1.32 (2640) | 1.32 (2640) | 1.32 (2640) | 1.20 (2400) | 1.35 (2700) | 1.61 (3220)  |
| Gabions                                 | 1.31 (2620) | 1.31 (2620) | 1.31 (2620) | ----        | ----        | ----         |
| Fine<br>Aggregate                       | 1.40 (2800) | 1.40 (2800) | 1.40 (2800) | 1.36 (2720) | 1.46 (2900) | 1.77 (3540)  |
| Abrasives                               | 1.36 (2720) | 1.36 (2720) | 1.36 (2720) | 1.28 (2560) | 1.46 (2900) | 1.75 (3500)* |
| Rip Rap/Shot<br>Rock                    | 1.31 (2620) | 1.31 (2620) | ----        | ----        | ----        | ----         |

|                                            | <b>Cinders</b><br>(Numbers in parenthesis are pounds per cubic yard.)                                                                                     |  |  |  |  |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| Source*                                    | *In the event the bidding source is not listed, it will be necessary for the WVDOH to establish the weight per unit volume of said source prior to award. |  |  |  |  |
| Albright Power<br>Albright, WV             | 0.90 (1792)                                                                                                                                               |  |  |  |  |
| Burger Power<br>Dilles Bottom, OH          | 1.29 (2579)                                                                                                                                               |  |  |  |  |
| Fort Martin Power<br>Fort Martin, WV       | 0.94 (1883)                                                                                                                                               |  |  |  |  |
| Harrison Power<br>Haywood, WV              | 0.95 (1900)                                                                                                                                               |  |  |  |  |
| John Amos Power<br>Winfield, WV            | 0.82 (1631)                                                                                                                                               |  |  |  |  |
| Pleasants Power Plant<br>Willow Island, WV | 1.09 (2185)                                                                                                                                               |  |  |  |  |
| Mountaineer Power<br>New Haven, WV         | 0.65 (1305)                                                                                                                                               |  |  |  |  |
| Bruce Mansfield Plant<br>Shippingport, PA  | 1.09 (2185)                                                                                                                                               |  |  |  |  |
| Virginia Electric Power<br>Mt. Storm, VA   | 0.79 (1585)                                                                                                                                               |  |  |  |  |
| Hatfield Power<br>Masontown, PA            | 0.85 (1700)                                                                                                                                               |  |  |  |  |

**5.3 Contract Award Transition:** Upon the award of this contract, notwithstanding the effective date, completed and encumbered date, or any other suggested or established date by the Agency, the WVDOH Operations Division will announce the effective "date of use" of this contract to the Districts and Vendors. Upon announcing the date of use, any "open" Delivery Order issued during the previously effective contract(s) where Item delivery has started, shall remain in effect and not cancelled until that Delivery Order is completely fulfilled. Any issued Delivery Order that is "inactive," meaning Item delivery has not been started, shall be cancelled and reissued off the new



**REQUEST FOR QUOTATION**  
**Stone & Aggregate Delivery by Vendor**

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contract. No inactive Delivery Order from the previously effective contracts should be held open by the District or the Vendor longer than ten (10) working days after notice of the effective date of use of the new contracts.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

**6. ORDERING AND PAYMENT:**

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line. Vendor shall maintain communication of its current phone numbers, fax numbers, e-mail addresses, location addresses, and all ordering/ billing/ payment addresses with WVDOH and in wvOASIS as applicable.

**6.1.1 ACKNOWLEDGEMENT OF AGENCY ORDERS:** To acknowledge all Agency orders and ascertain Delivery Order acceptance, Vendor must respond to the ordering Agency - in writing - by email or fax by no later than THREE (3) business days of the date of the Delivery Order, and no later than 4:00p.m. on the third business day. Failure for any reason to provide the Agency with written acknowledgement of any Agency Delivery Orders/revisions thereto shall be considered Delivery Order refusal, thus, making the failed Delivery Order or undelivered quantity subject to cancelation, at a minimum, (see Section 8, Vendor Default and this contracts Terms and Conditions).

- 6.2 Delivery Order:** Agency will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by an Agency Engineer or his designee and should be completed on a WV-39 Blanket Release Order. The order should detail the contract Items and amount needed, the delivery location, and the due date for the delivery which shall become the agreed upon delivery date. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. Any verbal communications to initiate or make modifications to a project from this contract are NOT acceptable as a Delivery Order.
- 6.3 Payment:** 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 (P-Card) program, administered under contract by a banking institution, to process



**REQUEST FOR QUOTATION**  
**Stone & Aggregate Delivery by Vendor**

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payment for goods and services through state designated credit cards. Under this contract, Vendor must accept payment by electronic funds transfer and P-Card. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website ([www.wvsao.gov](http://www.wvsao.gov)) for all necessary forms and instructions. Payment method for each Delivery Order may be dictated at WVDOH's discretion.

**7. DELIVERY, LATE DELIVERY, AND RETURN:** The contractor shall deposit aggregates as directed by the Agency.

**7.1 Delivery Time:** Vendor shall complete standard orders within five (5) business days from receipt of Delivery Order unless otherwise specified by the WVDOH on the Delivery Order. As per Section 3.8, Vendor shall deliver Emergency requests within an agreed upon timeframe established by the WVDOH and the Vendor. **Vendor shall fulfill all orders in accordance with the Agency's Delivery Order schedule and SHALL NOT HOLD ORDERS until a minimum delivery quantity is met.**

**7.2 Late or Failed Delivery:** If the Vendor anticipates delay or failure for any reason to deliver 100% of the ordered contract Items according to the Agency's due date/timeframe specified on the Delivery Order, the Vendor shall provide -in writing-to the ordering Agency the reason for its failure within three (3) business days of the date of the Agency Delivery order, and no later than 4:00pm on the third day. Any failed delivery, including Items not compliant with the quality requirements of this contract, if deemed by the Agency as harmful shall be grounds for the Order's cancellation by the Agency, and/or may lead to the Agency obtaining the items ordered from an alternate party, such as the next low bid Vendor or from the open market. Such a failed delivery shall be subject to Liquidated Damages, at the discretion of the Agency, (see below).

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

**7.2.1 Liquidated Damages:** If the Vendor's contract Item delivery, or deficiency corrections thereto, exceeds the Delivery Order completion due date/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 Agency shall calculate Liquidated Damages per project beginning on day one after the Agency's specified Delivery Order due date, as per this contracts Terms and Conditions, Specifications, and the Standard Specs Section 108.7, as amended, and the table posted at the WVDOH Contract Administration's Specifications and Documents website:

<https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>

**7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination

**REQUEST FOR QUOTATION**  
**Stone & Aggregate Delivery by Vendor**

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to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders if the Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**7.4 Return of Unacceptable Items:** At its own discretion, if the Agency deems the contract Items to be unacceptable or not compliant with the contract terms, the contract Items shall be returned to Vendor at Vendor's expense with no restocking charge. At the Agency's direction, Vendor shall either 1) arrange for the return as specified by the Agency, or 2) permit the Agency to arrange for the Item's return - at the Agency's convenience - and reimburse Agency for delivery expenses. As applicable, if the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. At the Agency's discretion, the returned product shall either be replaced on the returned date or as directed by the Agency, or the Agency shall receive a full credit or refund of the purchase price within three business days of the return.

**7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt. Vendor shall not charge a restocking fee if returned products are in a resalable condition, unused, and in the original packaging, if applicable. 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, whichever is less.

**8. VENDOR DEFAULT:**

**8.1** The following shall be considered a Vendor default under this contract:

**8.1.1** Failure to provide contract Items in accordance with the requirements contained herein.

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

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

**8.1.4** Failure to remedy deficient performance upon request.

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

**8.2.1** Immediate cancellation of the contract.

**REQUEST FOR QUOTATION**  
**Stone & Aggregate Delivery by Vendor**

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

**8.2.3** Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

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

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

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

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

Contract Manager: James W. Eber  
Telephone Number: 301-268-7302  
Fax Number: 301-777-3741  
Email Address: JIM@AGG-MGT.COM

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



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

|                                                                       |                            |                         |                                                                                                               |
|-----------------------------------------------------------------------|----------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------|
| <b>Proc Folder:</b> 909164                                            |                            |                         | <b>Reason for Modification:</b><br>Addendum No_1 - To attach<br>Pricing pages left off of the Org<br>Document |
| <b>Doc Description:</b> ADDENDUM NO_1 STONE & AGGREGATE MAT.&DELIVERY |                            |                         |                                                                                                               |
| <b>Proc Type:</b> Central Master Agreement                            |                            |                         |                                                                                                               |
| <b>Date Issued</b>                                                    | <b>Solicitation Closes</b> | <b>Solicitation No</b>  | <b>Version</b>                                                                                                |
| 2021-07-22                                                            | 2021-08-11 13:30           | CRFQ 0803 DOT2200000022 | 2                                                                                                             |

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**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

**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 and the West Virginia Adjutant General's Office/West Virginia Army Reserve National Guard, to establish an open-end contract for various sizes and types of Stone, Aggregate, and Cinder materials with delivery by the Vendor, F.O.B. to ESTABLISHED Agency Storage Sites ONLY throughout the State of West Virginia. The bid price for contract items shall include Delivery at the Vendor's expense. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

| INVOICE TO                                        |    | SHIP TO                                                               |    |
|---------------------------------------------------|----|-----------------------------------------------------------------------|----|
| VARIOUS AGENCY LOCATIONS<br>AS INDICATED BY ORDER |    | STATE OF WEST VIRGINIA<br><br>VARIOUS LOCATIONS AS INDICATED BY ORDER |    |
| No City<br>US                                     | WV | No City<br>US                                                         | WV |

| Line | Comm Ln Desc                                                    | Qty     | Unit Issue | Unit Price | Total Price |
|------|-----------------------------------------------------------------|---------|------------|------------|-------------|
| 1    | STONE AGGREGATE CINDERS 2019<br>MAT.&DEL. BY THE LOW-BID VENDOR | 0.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 11111600  |              |               |         |

**Extended Description:**

STONE AGGREGATE CINDERS 2019 MAT.&DEL. BY THE LOW-BID VENDOR PER ATTACHED PRICING PAGES AND INFORMATION ATTACHMENT FORM

**SCHEDULE OF EVENTS**

| Line | Event                         | Event Date |
|------|-------------------------------|------------|
| 1    | Tech Questions due by 10:00am | 2021-07-29 |

# **SOLICITATION NUMBER: CRFQ DOT2200000022**

## **Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000022 ("Solicitation") to reflect the change(s) identified and described below.

### **Applicable Addendum Category:**

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☒ Correction of error
- ☒ Other

### **Additional Documentation:**

To add Pricing Sheets omitted from Org. Document. Attached District 5 thru 10 and WV Adjutant Generals Office.

Bid Opening remains 08/11/21 at 1:30pm

### **Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DOT2200000022**

**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.

Allegany Aggregates, Inc.  
Company  
[Signature]  
Authorized Signature  
8/10/2021  
Date

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



**ATTACHMENT B (ATT B) Information Form**  
**Stone & Aggregate with Delivery by Vendor to Established Locations 6621C072**

|                                                                      |                                                     |
|----------------------------------------------------------------------|-----------------------------------------------------|
| <b>Enter your Vendor Name:</b>                                       | <b>Allegany Aggregates, Inc.</b>                    |
| <b>Vendors Phone #, Email Address to contact for placing Orders:</b> | <u>bedrock@alleganyaggregates.com (301)777-1777</u> |
| <b>Vendors Phone #, Email Address to contact for Invoices:</b>       | <u>amber@alleganyaggregates.com (301)777-1777</u>   |
| <b>Vendors Phone #, Email Address to contact for Payment:</b>        | <u>amber@alleganyaggregates.com (301)777-1777</u>   |

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

|                           | <b>Vendors Sources/Plants</b>                                     | <b>Vendors Storage Sites</b>                |
|---------------------------|-------------------------------------------------------------------|---------------------------------------------|
|                           | <b>Source Name &amp; Location (physical address),<br/>Phone #</b> | <b>Location (physical address), Phone #</b> |
| <b>Limestone</b>          | <b>Allegany Aggregates Short Gap Quarry</b>                       | <b>Allegany Aggregates Short Gap Quarry</b> |
|                           | 10676 Waxler RD                                                   | 10676 Waxler RD                             |
|                           | Keyser, WV                                                        | Keyser, WV                                  |
|                           | (301)777-1777                                                     | (301)777-1777                               |
|                           |                                                                   |                                             |
|                           | <b>Allegany Aggregates Bedrock Quarry</b>                         | <b>Allegany Aggregates Bedrock Quarry</b>   |
|                           | 21235 National Pike, NE                                           | 21235 National Pike, NE                     |
|                           | Flintstone, MD 21530                                              | Flintstone, MD 21530                        |
|                           | (301)777-1777                                                     | (301)777-1777                               |
|                           |                                                                   |                                             |
| <b>Sandstone</b>          |                                                                   |                                             |
|                           |                                                                   |                                             |
|                           |                                                                   |                                             |
|                           |                                                                   |                                             |
|                           |                                                                   |                                             |
|                           |                                                                   |                                             |
|                           |                                                                   |                                             |
|                           |                                                                   |                                             |
|                           |                                                                   |                                             |
|                           |                                                                   |                                             |
| <b>Blast Furnace Slag</b> |                                                                   |                                             |
|                           |                                                                   |                                             |
|                           |                                                                   |                                             |
| <b>Steel Slag</b>         |                                                                   |                                             |
|                           |                                                                   |                                             |
|                           |                                                                   |                                             |
| <b>Cinders</b>            |                                                                   |                                             |
|                           |                                                                   |                                             |
|                           |                                                                   |                                             |

## Pricing Page Schedule

VENDOR NAME Allegany Aggregates, Inc.

## ATTACHMENT A

F.O.B. Division's Storage Site - DISTRICT 5

2021-2022

## STONE AND AGGREGATE WITH DELIVERY BY VENDOR

| Contract Item       | Description of Aggregate | Estimated Quantity (TONS) | Location of DOH Storage Site | Bid Price (\$/Ton) F.O.B. DOH Storage Site |                    |            |
|---------------------|--------------------------|---------------------------|------------------------------|--------------------------------------------|--------------------|------------|
| <u>GRANT COUNTY</u> |                          |                           |                              | LIMESTONE SANDSTONE GRAVEL, SAND           | BLAST FURNACE SLAG | STEEL SLAG |
| A                   | Class 1                  |                           | Mt. Storm                    |                                            |                    |            |
| B                   | Class 2                  |                           | Mt. Storm                    |                                            |                    |            |
| C                   | Class 10                 |                           | Mt. Storm                    |                                            |                    |            |
| J                   | AASHTO #7                |                           | Mt. Storm                    |                                            |                    |            |
| K                   | AASHTO #8                |                           | Mt. Storm                    |                                            |                    |            |
| OA                  | Limestone Std Abr.       |                           | Mt. Storm                    |                                            |                    |            |
| OB                  | Sandstone Std Abr.       |                           | Mt. Storm                    |                                            |                    |            |
| OC                  | Steel Slag for SRIC      |                           | Mt. Storm                    |                                            |                    |            |
| PA                  | Limestone Mod Abr.       |                           | Mt. Storm                    |                                            |                    |            |
| PB                  | Sandstone Mod Abr.       |                           | Mt. Storm                    |                                            |                    |            |
| Q                   | Riprap                   |                           | Mt. Storm                    |                                            |                    |            |
| R                   | Shot Rock                |                           | Mt. Storm                    |                                            |                    |            |
| S                   | AASHTO #8M               |                           | Mt. Storm                    |                                            |                    |            |
| T                   | AASHTO #9M               |                           | Mt. Storm                    |                                            |                    |            |

HAMPSHIRE COUNTY

|    |                     |  |              |       |  |  |
|----|---------------------|--|--------------|-------|--|--|
| B  | Class 2             |  | Capon Bridge | 18.50 |  |  |
| J  | AASHTO #7           |  | Capon Bridge | 21.53 |  |  |
| M  | Gabion Stone        |  | Capon Bridge | 23.90 |  |  |
| OA | Limestone Std Abr.  |  | Capon Bridge | 19.65 |  |  |
| OB | Sandstone Std Abr.  |  | Capon Bridge |       |  |  |
| OC | Steel Slag for SRIC |  | Capon Bridge |       |  |  |
| PA | Limestone Mod Abr.  |  | Capon Bridge | 19.65 |  |  |
| PB | Sandstone Mod Abr.  |  | Capon Bridge |       |  |  |
| Q  | Riprap              |  | Capon Bridge | 26.25 |  |  |
| S  | AASHTO #8M          |  | Capon Bridge | 19.65 |  |  |

HAMPSHIRE COUNTY

|    |                    |  |             |       |  |  |
|----|--------------------|--|-------------|-------|--|--|
| B  | Class 2            |  | Slanesville | 16.40 |  |  |
| J  | AASHTO #7          |  | Slanesville | 17.94 |  |  |
| M  | Gabion Stone       |  | Slanesville | 23.06 |  |  |
| PB | Sandstone Mod Abr. |  | Slanesville |       |  |  |
| S  | AASHTO #8M         |  | Slanesville | 17.94 |  |  |

## Pricing Page Schedule

VENDOR NAME Allegheny Aggregates INC.

ATTACHMENT A

F.O.B. Division's Storage Site - DISTRICT 5

2021-2022

## STONE AND AGGREGATE WITH DELIVERY BY VENDOR

| Contract Item           | Description of Aggregate | Estimated Quantity (TONS) | Location of DOH Storage Site | Bid Price (\$/Ton) F.O.B. DOH Storage Site |                    |            |
|-------------------------|--------------------------|---------------------------|------------------------------|--------------------------------------------|--------------------|------------|
| <u>HAMPSHIRE COUNTY</u> |                          |                           |                              | LIMESTONE SANDSTONE GRAVEL, SAND           | BLAST FURNACE SLAG | STEEL SLAG |
| B                       | Class 2                  |                           | Romney                       | 17.30                                      |                    |            |
| E                       | AASHTO #3                |                           | Romney                       | 20.20                                      |                    |            |
| J                       | AASHTO #7                |                           | Romney                       | 20.20                                      |                    |            |
| K                       | AASHTO #8                |                           | Romney                       | 20.20                                      |                    |            |
| M                       | Gabion Stone             |                           | Romney                       | 26.30                                      |                    |            |
| OA                      | Limestone Std Abr.       |                           | Romney                       | 17.60                                      |                    |            |
| OB                      | Sandstone Std Abr.       |                           | Romney                       |                                            |                    |            |
| OC                      | Steel Slag for SRIC      |                           | Romney                       |                                            |                    |            |
| PA                      | Limestone Mod Abr.       |                           | Romney                       | 18.65                                      |                    |            |
| PB                      | Sandstone Mod Abr.       |                           | Romney                       |                                            |                    |            |
| Q                       | Riprap                   |                           | Romney                       | 23.10                                      |                    |            |
| S                       | AASHTO #8M               |                           | Romney                       | 20.75                                      |                    |            |
| W                       | Quarry Waste             |                           | Romney                       | 15.23                                      |                    |            |

HARDY COUNTY

|    |                     |  |       |  |  |  |
|----|---------------------|--|-------|--|--|--|
| A  | Class 1             |  | Baker |  |  |  |
| B  | Class 2             |  | Baker |  |  |  |
| C  | Class 10            |  | Baker |  |  |  |
| E  | AASHTO #3           |  | Baker |  |  |  |
| H  | AASHTO #57          |  | Baker |  |  |  |
| J  | AASHTO #7           |  | Baker |  |  |  |
| L  | AASHTO #9           |  | Baker |  |  |  |
| M  | Gabion Stone        |  | Baker |  |  |  |
| OA | Limestone Std Abr.  |  | Baker |  |  |  |
| OB | Sandstone Std Abr.  |  | Baker |  |  |  |
| OC | Steel Slag for SRIC |  | Baker |  |  |  |
| PA | Limestone Mod Abr.  |  | Baker |  |  |  |
| PB | Sandstone Mod Abr.  |  | Baker |  |  |  |
| Q  | Riprap              |  | Baker |  |  |  |
| R  | Shot Rock           |  | Baker |  |  |  |
| S  | AASHTO #8M          |  | Baker |  |  |  |

## Pricing Page Schedule

VENDOR NAME Allegheny Aggregates

## ATTACHMENT A

F.O.B. Division's Storage Site - DISTRICT 5

2021-2022

## STONE AND AGGREGATE WITH DELIVERY BY VENDOR

| Contract Item         | Description of Aggregate | Estimated Quantity (TONS) | Location of DOH Storage Site | Bid Price (\$/Ton) F.O.B. DOH Storage Site |                          |               |
|-----------------------|--------------------------|---------------------------|------------------------------|--------------------------------------------|--------------------------|---------------|
| <u>MINERAL COUNTY</u> |                          |                           |                              | LIMESTONE<br>SANDSTONE<br>GRAVEL, SAND     | BLAST<br>FURNACE<br>SLAG | STEEL<br>SLAG |
| Q                     | Riprap                   |                           | Burlington                   |                                            |                          |               |
| Z                     | Imbricated Stone/Rock    |                           | Burlington                   |                                            |                          |               |

MINERAL COUNTY

|    |                     |  |           |       |  |  |
|----|---------------------|--|-----------|-------|--|--|
| A  | Class 1             |  | New Creek | 17.85 |  |  |
| B  | Class 2             |  | New Creek | 17.85 |  |  |
| C  | Class 10            |  | New Creek | 17.85 |  |  |
| E  | AASHTO #3           |  | New Creek | 22.00 |  |  |
| J  | AASHTO #7           |  | New Creek | 22.50 |  |  |
| K  | AASHTO #8           |  | New Creek | 22.00 |  |  |
| L  | AASHTO #9           |  | New Creek | 22.00 |  |  |
| M  | Gabion Stone        |  | New Creek | 27.25 |  |  |
| OA | Limestone Std Abr.  |  | New Creek | 20.45 |  |  |
| OB | Sandstone Std Abr.  |  | New Creek |       |  |  |
| OC | Steel Slag for SRIC |  | New Creek |       |  |  |
| PA | Limestone Mod Abr.  |  | New Creek | 20.45 |  |  |
| PB | Sandstone Mod Abr.  |  | New Creek |       |  |  |
| Q  | Riprap              |  | New Creek | 24.70 |  |  |
| R  | Shot Rock           |  | New Creek | 14.70 |  |  |
| S  | AASHTO #8M          |  | New Creek | 23.33 |  |  |
| T  | AASHTO #9M          |  | New Creek | 23.33 |  |  |
| W  | Quarry Waste        |  | New Creek | 13.40 |  |  |

MINERAL COUNTY

|    |                     |  |           |       |  |  |
|----|---------------------|--|-----------|-------|--|--|
| A  | Class 1             |  | Short Gap | 18.80 |  |  |
| B  | Class 2             |  | Short Gap | 18.80 |  |  |
| C  | Class 10            |  | Short Gap | 18.80 |  |  |
| J  | AASHTO #7           |  | Short Gap | 23.00 |  |  |
| K  | AASHTO #8           |  | Short Gap | 23.00 |  |  |
| M  | Gabion Stone        |  | Short Gap | 26.60 |  |  |
| OA | Limestone Std Abr.  |  | Short Gap | 21.00 |  |  |
| OB | Sandstone Std Abr.  |  | Short Gap |       |  |  |
| OC | Steel Slag for SRIC |  | Short Gap |       |  |  |
| PA | Limestone Mod Abr.  |  | Short Gap | 21.00 |  |  |
| PB | Sandstone Mod Abr.  |  | Short Gap |       |  |  |
| Q  | Riprap              |  | Short Gap | 26.60 |  |  |
| R  | Shot Rock           |  | Short Gap | 22.90 |  |  |
| S  | AASHTO #8M          |  | Short Gap | 25.15 |  |  |



## Pricing Page Schedule

VENDOR NAME Allegheny Aggregates

## ATTACHMENT A

F.O.B. Division's Storage Site - DISTRICT 5

2021-2022

## STONE AND AGGREGATE WITH DELIVERY BY VENDOR

Bid Price (\$/Ton) F.O.B.

DOH Storage Site

| Contract Item         | Description of Aggregate | Estimated Quantity (TONS) | Location of DOH Storage Site | LIMESTONE SANDSTONE GRAVEL, SAND | BLAST FURNACE SLAG | STEEL SLAG |
|-----------------------|--------------------------|---------------------------|------------------------------|----------------------------------|--------------------|------------|
| <b>MINERAL COUNTY</b> |                          |                           |                              |                                  |                    |            |
| A                     | Class 1                  |                           | Skyline                      | 18.20                            |                    |            |
| B                     | Class 2                  |                           | Skyline                      | 18.20                            |                    |            |
| C                     | Class 10                 |                           | Skyline                      | 18.20                            |                    |            |
| J                     | AASHTO #7                |                           | Skyline                      | 21.55                            |                    |            |
| K                     | AASHTO #8                |                           | Skyline                      | 21.55                            |                    |            |
| M                     | Gabion Stone             |                           | Skyline                      | 26.70                            |                    |            |
| OA                    | Limestone Std Abr.       |                           | Skyline                      | 21.55                            |                    |            |
| OB                    | Sandstone Std Abr.       |                           | Skyline                      |                                  |                    |            |
| OC                    | Steel Slag for SRIC      |                           | Skyline                      |                                  |                    |            |
| PA                    | Limestone Mod Abr.       |                           | Skyline                      | 21.55                            |                    |            |
| PB                    | Sandstone Mod Abr.       |                           | Skyline                      |                                  |                    |            |
| Q                     | Riprap                   |                           | Skyline                      | 26.00                            |                    |            |
| R                     | Shot Rock                |                           | Skyline                      | 18.45                            |                    |            |
| S                     | AASHTO #8M               |                           | Skyline                      | 21.55                            |                    |            |

**MORGAN COUNTY**

|    |                     |  |                  |  |  |  |
|----|---------------------|--|------------------|--|--|--|
| A  | Class 1             |  | Berkeley Springs |  |  |  |
| B  | Class 2             |  | Berkeley Springs |  |  |  |
| C  | Class 10            |  | Berkeley Springs |  |  |  |
| E  | AASHTO #3           |  | Berkeley Springs |  |  |  |
| H  | AASHTO #57          |  | Berkeley Springs |  |  |  |
| J  | AASHTO #7           |  | Berkeley Springs |  |  |  |
| K  | AASHTO #8           |  | Berkeley Springs |  |  |  |
| OA | Limestone Std Abr.  |  | Berkeley Springs |  |  |  |
| OB | Sandstone Std Abr.  |  | Berkeley Springs |  |  |  |
| OC | Steel Slag for SRIC |  | Berkeley Springs |  |  |  |
| PA | Limestone Mod Abr.  |  | Berkeley Springs |  |  |  |
| PB | Sandstone Mod Abr.  |  | Berkeley Springs |  |  |  |
| Q  | Riprap              |  | Berkeley Springs |  |  |  |
| R  | Shot Rock           |  | Berkeley Springs |  |  |  |
| S  | AASHTO #8M          |  | Berkeley Springs |  |  |  |
| T  | AASHTO #9M          |  | Berkeley Springs |  |  |  |
| W  | Quarry Waste        |  | Berkeley Springs |  |  |  |

Pricing Page Schedule

VENDOR NAME Allegany Aggregates INC.

ATTACHMENT A

F.O.B. Division's Storage Site - DISTRICT 5

2021-2022

STONE AND AGGREGATE WITH DELIVERY BY VENDOR

Bid Price (\$/Ton) F.O.B.

DOH Storage Site

| Contract Item        | Description of Aggregate | Estimated Quantity (TONS) | Location of DOH Storage Site | LIMESTONE SANDSTONE GRAVEL, SAND | BLAST FURNACE SLAG | STEEL SLAG |
|----------------------|--------------------------|---------------------------|------------------------------|----------------------------------|--------------------|------------|
| <u>MORGAN COUNTY</u> |                          |                           |                              |                                  |                    |            |
| A                    | Class 1                  |                           | Largent - SR 9               |                                  | 18.70              |            |
| B                    | Class 2                  |                           | Largent - SR 9               |                                  | 18.70              |            |
| C                    | Class 10                 |                           | Largent - SR 9               |                                  | 18.70              |            |
| J                    | AASHTO #7                |                           | Largent - SR 9               |                                  | 20.80              |            |
| K                    | AASHTO #8                |                           | Largent - SR 9               |                                  | 20.80              |            |
| M                    | Gabion Stone             |                           | Largent - SR 9               |                                  | 20.80              |            |
| OA                   | Limestone Std Abr.       |                           | Largent - SR 9               |                                  | 19.80              |            |
| OB                   | Sandstone Std Abr.       |                           | Largent - SR 9               |                                  |                    |            |
| OC                   | Steel Slag for SRIC      |                           | Largent - SR 9               |                                  |                    |            |
| PA                   | Limestone Mod Abr.       |                           | Largent - SR 9               |                                  | 19.80              |            |
| PB                   | Sandstone Mod Abr.       |                           | Largent - SR 9               |                                  |                    |            |
| Q                    | Riprap                   |                           | Largent - SR 9               |                                  | 25.95              |            |
| R                    | Shot Rock                |                           | Largent - SR 9               |                                  | 21.55              |            |
| S                    | AASHTO #8M               |                           | Largent - SR 9               |                                  | 18.70              |            |

MORGAN COUNTY

|   |              |  |                   |  |       |  |
|---|--------------|--|-------------------|--|-------|--|
| B | Class 2      |  | Largent - CR 9/14 |  | 18.70 |  |
| C | Class 10     |  | Largent - CR 9/14 |  | 18.70 |  |
| J | AASHTO #7    |  | Largent - CR 9/14 |  | 20.80 |  |
| K | AASHTO #8    |  | Largent - CR 9/14 |  | 20.80 |  |
| M | Gabion Stone |  | Largent - CR 9/14 |  | 26.30 |  |