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

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REQ NUMBER 6610C025

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ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

*709042537 **VALLEY INC**

304-273-5555

PO BOX 100

MILLWOOD WV 25262 DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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TITLE PRESIDENT	nny	FE	55-	052183		ADDRESS CHA	NGES TO BE NOTED ABOVE

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she 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/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- **3.** Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for

6610C025

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

304-273-5555 SH-P

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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

*709042537 VALLEY INC VENDOR PO BOX 100

PRESIDENT

MILLWOOD WV 25262

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

Request for Quotation

RFQ NUMBER 6610C025 3

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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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MICHAEL AUSTIN 304-558-2402

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MILLWOOD WV 25262

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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State of West Virginia
Department of Administration

Request To Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

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State of West Virginia

vendor preference certificate

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1.		reference led continu	te for the reason checked: nuously in West Virginia for four (4) years immediately preced-
<u>X</u>	business continuously in West Virginia for four (4) y ownership interest of Bidder is held by another individual maintained its headquarters or principal place of the preceding the date of this certification, or.	ears imme ridual, part ousiness c	ndor and has maintained its headquarters or principal place of nediately preceding the date of this certification; or 80% of the rtnership, association or corporation resident vendor who has continuously in West Virginia for four (4) years immediately
	Bidder is a popresident vendor which has an affiliate	ipal place	liary which employs a minimum of one hundred state residents e of business within West Virginia continuously for the four (4)
2. X	working on the project being bid are residents of Weimmediately preceding submission of this bid; or,	ng the life est Virginia	e of the contract, on average at least 75% of the employees a who have resided in the state continuously for the two years
3.	affiliate or subsidiary which maintains its headqua	num of one arters or pr ifies that, on ployees a	be hundred state residents or is a nonresident vendor with an orincipal place of business within West Virginia employing a during the life of the contract, on average at least 75% of the are residents of West Virginia who have resided in the state
4.	Application is made for 5% resident vendor pr Bidder meets either the requirement of both subdiv	eference risions (1) a	e for the reason checked: and (2) or subdivision (1) and (3) as stated above; or,
5.	and has resided in West Virginia continuously for submitted; or,	ran of the U or the four	United States armed forces, the reserves or the National Guard ryears immediately preceding the date on which the bid is
6. X	purposes of producing or distributing the commodit	United States ies or com n average	ice who is a veteran for the reason checked: States armed forces, the reserves or the National Guard, if, for impleting the project which is the subject of the vendor's bid and e at least seventy-five percent of the vendor's employees are intinuously for the two immediately preceding years.
require against or dedu	ements for such preference, the Secretary may orden t such Bidder in an amount not to exceed 5% of the l acted from any unpaid balance on the contract or pu	rthe Directoid amount rchase ord	
authori: the req deeme	zes the Department of Revenue to disclose to the Dire uired business taxes, provided that such informationed by the Tax Commissioner to be confidential.	ector of Pu n does not	sonably requested information to the Purchasing Division and urchasing appropriate information verifying that Bidder has paid of contain the amounts of taxes paid nor any other information
and ac	penalty of law for false swearing (West Virginia ccurate in all respects; and that if a contract is es during the term of the contract, Bidder will r	issued to	61-5-3), Bidder hereby certifies that this certificate is true of Bidder and if anything contained within this certificate of Purchasing Division in writing immediately.
Bidder	:VALLEY INC.	Signed:	Cennis Juglor
Diatas	05/21/2010	Title:	PRESIDENT

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



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

Request for Quotation

SI-P TO

RFO NUMBER 6610C025

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

MICHAEL AUSTIN 304-558-2402

*709042537 VALLEY INC PO BOX 100

304-273-5555

MILLWOOD WV 25262 DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2000, as modified by the current Supplemental Specifications, shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, and 401.9.3.

The requirements of the West Virginia Department of Transportation, Division of Highways, Standard Specifications, Roads and Bridges, Section 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS shall apply to all material supplied under this contract. This will include material loaded by the vendor into Division of Highways owned and/or rented trucks.

The terms "Contractor" and "Vendor" used in the above specifications of this Contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000, and the current Supplemental Specifications may be obtained from:

West Virginia Division of Highways Engineering Division, Technical Section State Capitol Complex, Building 5, Room A-650 1900 Kanawha Boulevard, East, Building 5 Charleston, West Virginia 25305

MATERIAL SPECIFICATIONS ARE AS FOLLOWS:

	WVDOH STANDARD
	SPECIFICATION
MATERIAL (NOTE 1)	SECTION
Fine Aggregate	702 (Note 5)
Coarse Aggregate	703 (Note 5)
Riprap	704.2
Stone for Gabions	704.3
Shot Rock	704.8
Abrasives (Note 2)	Note 3
Aggregate for Base & Subbase	704.6 (Note 5)
#8 Modified and #9 Modified	Note 4

NOTE 1: Fine aggregate on the bid schedule shall be considered to be fine aggregate for portland cement concrete or mortar sand, the particular type to be specified in State Contract Purchase Orders (SCO'S). Coarse aggregate on the bid schedule 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 bid schedule 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

- 1. Crushed sandstone shall not be used as an abrasive.
- 2. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
- 3. 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 #4 (4. 75 mm) sieve.
- 4. When gravel is used as an abrasive, the material retained on the #8, sieve shall have a majority of crushed particles.

B. Gradation

1. The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27.

SIEVE SIZE	<u>% PASSING</u>	BY WEIGHT
	Standard	Modified
1/2 inch	100	100
3/8 inch	85 – 100	85 – 100
#100	0 – 10	0 – 4

- NOTE 3: In addition to meeting the gradation requirements of AASHTO #8 and #9 aggregate in table 703.4, Modified AASHTO #8 and Modified AASHTO #9 aggregate shall have a maximum of 2.5% passing the #200 sieve as determined by AASHTO T-11 and T-27. Modified AASHTO #8 and Modified AASHTO #9 aggregate shall meet all other requirements for AASHTO #8 and AASHTO #9 aggregate.
- NOTE 4: With 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 I, AASHTO #7
Item J, AASHTO #8
Item K, AASHTO #9
Item R, AASHTO #8 Modified
Item S, AASHTO #9 Modified

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

NOTE 5: Cinders (Power Plant Slag) 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.

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 #4 (4.75 mm) sieve.

C. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27.

Sieve Size	<u>% Passing by Weight</u>
1/2 inch	100
3/8 inch	85-100
#100	0-20

NOTE 6: Number 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 #8 (2.36 mm) sieve.

B. Gradation

1. The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27.

Sieve Size	% Passing by Weight
3/8 inch	100
#4	40-90
#8	10-40
#100	0-5

2. BIDDING INSTRUCTIONS

Vendors may bid any or all items on the bid schedule. Vendors <u>shall</u> provide the information requested in Subsection 12.1 & 12.2, paragraphs (a) and (b) on the bid schedule. Failure to provide required information will be sufficient grounds to invalidate the bid.

Any qualification of bids or any modification of the specifications or conditions governing the bids may be cause to reject bids.

The Division of Highways may purchase aggregate and stone F.O.B. Vendor's Storage Site. The bid price F.O.B. Vendor's Storage Site shall include the loading of Division of Highways' trucks by Vendor.

Vendor shall have the capacity to deliver a minimum quantity of 300 tons per day to any designated site when directed by the District Engineer/Manager.

3. DETERMINING LOW BID

Bids will be evaluated by the Division on the basis of cost per cubic yard F.O.B. at the designated site. Cost per cubic yard will be determined by multiplying the Vendor's bid price in dollars per ton by a "Tons per cubic yard factor" which is listed in the following table.

AGGREGATE
TONS PER CUBIC YARD FACTORS*

	TYPE OF MATERIAL BLAST FURNACE				
ITEM	LIMESTONE	SANDSTONE	GRAVEL	SLAG	STEEL SLAG
Class 1, 2, 9	1.46	1.46 (2920)	1.46 (2920)	1.36 (2720)	1.81 (3620)
AASHTO Sizes #1 thru #7	1.30 (2600)	1.30 (2600)	1.30 (2600)	1.04 (2080)	1.61 (3220)
AASHTO Sizes #8 thru #10	1.32 (2640)	1.32 (2640)	1.32 (2640)	1.20 (2400)	1.61 (3220)
Gabions	1.31 (2620)	1.31 (2620)	1.31 (2620)		59 49 39 30 30 40 40 ki do do in m in
Shot Rock, Riprap	1.31 (2620)	1.31 (2620)	ii	00 00 00 00 00 00 00 00 00 10 10 10 10 1	
Fine Aggregate	1.40 (2800)	1.40 (2800)	1.40 (2800)	1.36 (2720)	1.77 (3540)
Abrasives	1.36 (2720)	1.36 (2720)	1.36 (2720)	1.28 (2560)	1.75 (3500)

^{*}Numbers in parenthesis are pounds per cubic yard

CINDERS

Source (Note 1)	Tons per Cubic Yard Factor (Note 2)
Albright Power Albright, WV	0.90 (1,792)
Burger Power Dilles Bottom, OH	1.29 (2,579)
Fort Martin Power Fort Martin, WV	0.94 (1,883)
Harrison Power Haywood, WV	0.95 (1,900)
John Amos Power Winfield, WV	0.82 (1,631)
Pleasants Power Plant Willow Island, WV	1.09 (2,185)
Mountaineer Power New Haven, WV	0.65 (1,305)
Bruce Mansfield Plant Shippingport, PA	1.09 (2,160)
Virginia Electric Power Mt. Storm, WV	0.79 (1,585)
Hatfield Power Masontown, Pa	0.85 (1,700)

Note 1: In the event the bidding source is not listed, it will be necessary for the Division to establish the weight per unit volume of said source prior to award.

Note 2: Numbers in parenthesis are pounds per cubic yard.

4. CONTRACT AWARD

All qualified Vendors who submit a valid bid "F.O.B. Vendor' Storage Site" will be awarded a contract to establish a unit price for those items bid (See Subsection 12.1):

- a. A State Contract Purchase Order (SCO) specifying Division of Highways pick up or Vendor delivery to project site will be issued to the low bidder when a specific type and quantity of material is to be purchased for use on a designated project.
- b. A Blanket State Contract Purchase Order (SCO) specifying Division of Highways pick F.O.B. Vendors Storage Site, may only be issued when material for routine highway maintenance operations at various locations is to be purchased. When

material is secured on an SCO of this nature, the District Engineer/Manager shall take those steps necessary to assure that material is secured from the Vendor which results in the lowest cost to the Division. Factors to be considered shall include, but are not limited to; bid price of material, haul cost at \$1.50 for the first ton-mile and \$0.25 for each additional mile.

Qualified Vendors who submit a valid bid "F.O.B. Division Storage Site" will be awarded a contract to establish a unit price for those locations and items for which their bid is low based on cost per cubic yard (see Subsection 12.2). A State Contract Purchase Order (SCO), with the required delivery schedule, will be issued for the actual quantity of material to be delivered to the location specified. If the Vendor is unable to furnish material in accordance with the specified delivery schedule the District Engineer/Manager shall be advised in writing within five (5) working days of the reason for failure to conform to delivery requirements.

a. All qualified Vendors who are awarded F.O.B. Division Storage Sites must have the awarded items available for delivery 30 days after the contract award date.

In the event a Vendor fails to conform to the requirements stated in this contract document, the State Contract Purchase Order (SCO) or the governing specifications, the State Contract Purchase Order (SCO) may be cancelled and reissued to the next lowest bidder.

The Vendor is not authorized to ship, nor is the Division authorized to receive materials prior to issuance of an (SCO).

5. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

In accordance with Chapter 5A, Article 3, Section 9 of the Code of West Virginia the commodities or services contracted for herein shall be available to all local governmental bodies in accordance with the same prices, terms and conditions afforded to the State of West Virginia.

In the event any Vendor does not wish to extend the prices, terms and conditions of his bid and subsequent contract to all political sub-divisions of the State, he must so indicate in a clear and unambiguous manner in his bid. This indication does not prejudice the award of the contract. If a Vendor does not indicate his refusal to extend the prices, terms and conditions of his bid to political sub-divisions of the State he is bound to extend them upon issuance of a purchase order by these other entities.

Other organizational entities using this provision of the contract shall do so without any involvement of the Division of Highways. That is, the entity shall make its own purchase arrangements with the Vendor and shall make its own arrangement for payment.

6. HAULING AGGREGATE TO STATE PROJECTS BY CONTRACTOR

The most direct suitable route from the Vendor's aggregate storage site to the midpoint of the project will be determined by the Division and used to compute haul distance for the purpose of determining low bid, and also for the purpose of determining payment. The Contractor shall deposit aggregates at the project site at

the locations and in the manner directed by the Division of Highways. This may include tailgating the aggregate into an aggregate spreader or onto a roadway, or dumping the aggregate into a stockpile.

7. WEIGHING MATERIALS DELIVERED BY TRUCK

Material delivered by truck shall be weighed in accordance with Section 401.9.3 of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2000, as modified by the current Supplemental Specifications.

8. 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 Division, and the weights of materials so 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 SCO. When barge delivery is required contract item will be ordered in 1500 ton increments.

9. SAMPLING AND TESTING

Sampling and testing for quality of all items furnished in this contract will be the responsibility of the Division. Minimum frequency of sampling and testing for quality on all materials (other than those sources already covered by the Division'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:

Property

<u>Frequency</u>

Gradation-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-Division Pick-up

(Division pick up; 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.

(Division pick up; A-2 Source)
One sample per 250 tons shipped
and a minimum of one per week
of shipment.

Moisture Content (See Note 2)

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.

NOTE 2:

In the event visual inspection of the aggregate indicates excess or unusual moisture beyond that normally expected in the aggregate, the Division reserves the right to determine the moisture content by standard methods. If this becomes necessary, the net weight of the portion represented will be adjusted utilizing the test results obtained by the Division in accordance with MP 700.00.22. Items "N" & "O" (Abrasives) will be considered fine aggregate outlined in MP 700.00.22.

10. ACCEPTANCE PLAN

Material failing to comply with the quality requirements will not be accepted. Acceptance for gradation shall be on the basis of test results, provided and certified by the Vendor to be true test results and representative of the material supplied to the Division, 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 sublots). A sublot 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 sublot 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 Division within 72 hours.

Gradation test results shall be averaged in accordance with MP 300.00.51. When the average falls outside the applicable limits, the lot of material represented thereby will be considered nonconforming to the extent that the last of its sublots is nonconforming. When a lot of material is nonconforming, then the last sublot contained therein shall have its degree of nonconformance determined as set forth below.

When a sublot of material is to have its price adjusted, the percentage point difference between the nonconforming test value and the specification limit shall be determined for each sieve size determined to be nonconforming, and this value shall be multiplied by its appropriate multiplication factor as set forth in Table I.

TABLEL

NONCONFORMING	MULTIPLICATION
SIEVE SIZE	FACTOR
Plus #40	1
#40	1.5
#50	1.5
#100	2.0 (1.3 for
#200	abrasives and cinders)
1/2"	2.5
3/8"	1

The total measure of nonconformance of an individual sublot is the sum of all nonconformances on the various sieve sizes of that sublot. In no case, however, shall a sublot of material have its price adjusted more than once, and the first adjustment which is determined shall apply.

When the total degree of nonconformance 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

DEGREE OF NONCONFORMANCE	PERCENT OF CONTRACT PRICE TO BE REDUCED	
1.0 TO 3.0 3.1 TO 5.0 5.1 TO 8.0 8.1 TO 12.0 Greater than 12	2 4 7 11	

^{*}The Division 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 nonconforming sublot(s) is contained in said stockpile, the price reduction shall be calculated for the specific quantity as follows:

The percent price reduction shall be determined as set forth above for the nonconforming sublot. The quantity represented by the nonconforming sublot shall then be calculated as a percent of the total (total material contained in the stockpile). To determine the price reduction on the specific quantity delivered, multiply the percent of nonconforming 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. This 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.

WHERE T: = tonnage delivered

P = percent price reduction

D = cost per ton

Qn = quantity of nonconforming sublot(s)

Qt = quantity of total stockpile

If two (2) sublots are nonconforming 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 (TD). If three (3) sublots are nonconforming, calculate each separately and subtract twice the price to be paid before adjustment for tonnage delivered, and so on. Example:

(AP1 + AP2) - TD = Final price to be paid after adjustments

OR

(AP1 + AP2 + AP3) - 2 TD = Final price to be paid after adjustments

<u>Where</u>: AP = price to be paid after initial adjustment for one nonconforming sublot determined by the above equation.

T = tonnage delivered

D = cost per ton

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

11. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors must accept the State of West Virginia VISA Purchasing Card for payment of all orders places by State DOT agency for orders as a condition of award.

Vendors are encouraged to utilize a paperless invoice process submitting the following information via e-mail to the DOH ordering locations:

- a. All weigh ticket numbers for material delivered during the invoicing period.
- b. Division of Highways' State Contract Purchase Order (SCO) number and this contract number.
- c. Total quantity and unit price with the total cost of each type of material furnished. (Total quantity invoiced shall be scale weights (supported by weigh tickets) adjusted in accordance with Section 9, Note 2.)

NOTE: Under no circumstances will the West Virginia Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the State Contract Purchase Order.

NOTE: Vendor should type Bid Schedules

12. BIDDING SCHEDULE

12.1 Bidding F.O.B. Vendor's Storage Site

between Vendors storage sites.

a) SOURCE OF MATERIAL (State all sources for which bid prices apply) (e.g., Quarry location if Sandstone or Limestone; dredging or pit location if Gravel; production plant name and location if Slag) Riverside Stone - Wolf Creek KY

Shelly Materials - Apple Grove OH

Mulzer Crushed Stone, Inc. - Cape Sandy/New Amsterdam/Charlestown IN

Letart Corporation - Gallipolis Ferry WV

Hilltop Basic Resources - Cincinnati OH

b) EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be submitted when bid price varies

Valley Thc.

Route 2 South - Valley Road
Millwood WV 25262

Con- Tract Item	Description of Aggregate	Bid Price Per Ton F.O.B. Vendor's Storage Site		
	·	LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A B C D E F G H I J K	Class 1 Aggregate Class 2 Aggregate AASHTO #1 Aggregate AASHTO #3 Aggregate AASHTO #4 Aggregate AASHTO #467 Aggregate AASHTO #57 Aggregate AASHTO #67 Aggregate AASHTO #7 Aggregate AASHTO #8 Aggregate AASHTO #9 Aggregate	18.55 18.25 18.55 18.55 18.55 18.55 18.55 18.75 		

The "Bid Schedule" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

It is not necessary to type No Bid in blank spaces or return Blank Sheets.

BIDDING SCHEDULE (Continued)

12.1 Bidding F.O.B. Vendor's Storage Site (Continued)

T	Stone for Gabions	22.10		
M	Fine Aggregate	400		
N	Standard Abrasives	14.00		
	Modified Abrasives	17.70		
0		24.65		
P	Riprap		A	
Q	Shot Rock			
R	AASHTO #8 Modified	21.05		
S	AASHTO #9 Modified	<u> 26.95</u> —	***************************************	
Т	Pea Gravel	<u>14.95</u> _	·····	
Ū	#11 Limestone Abrasives			
•				
٧	Haul by Vendor (Except Iten	ns Q and P):		
v	@ 1.50 \$ for F	irst Ton-Mile		
	A. C F	ach Additional Ton Mile	е	
	@\$ for E	The same of the sa		
	Hand by Vandor (Home O an	dor Pl		
W	Haul by Vendor (Items Q an	irst Ton-Mile		
	@ <u>1.50</u> \$ for F	ach Additional Ton-Mil	ia.	
	@\$ for E	acii Auditional Toli-iiii		

Con- Tract Item	Description of Material	Bid Price Per Ton F.O.B. Vendor's Storage Site
AA	Cinders	

Note 1: Bid price shall include cost of Vendor Loading Department trucks.

DISTRICT ONE

12.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site I IMESTONE BLAST
	BOONE	COUNTY		SANDSTONE FURNACE STEEL
				GRAVEL, SAND SLAG SLAG
Α	Class 1	2500	Seth	
D	No.1	500	Seth	
Ē	No. 3	1800	Seth	
G	No. 467	1000	Seth	
L	No. 9	1000	Seth	
Ó	Standard Abr.	2500	Seth	
P	Modified Abr.	2500	Seth	
S	No. 8 Modified	1500	Seth	
	BOONE	COUNTY		
		•		
Α	Class 1	10000	Rock Creek	
D	No. 1	1000	Rock Creek	
Ē	No. 3	. 2500	Rock Creek	
G	No. 467	1000	Rock Creek	
Ĺ	No. 9	1000	Rock Creek	
M	Gabion Stone	1500	Rock Creek	
N	Fine Aggregate	500	Rock Creek	
Ö	Standard Abr.	2500	Rock Creek	
P	Modified Abr.	2500	Rock Creek	
S	No. 8 Modified	2500	Rock Creek	
	BOON	E COUNTY		
Α	Class 1	2000	Clinton	
G	No. 467	1000	Clinton	
L	No. 9	1000	Clinton	
0	Standard Abr.	1000	Clinton	
Р	Modified Abr.	1000	Clinton	
	CLAY	COUNTY		
	Class d	3700	Maysel	
A	Class 1	400	Maysel	
D	No. 1	1300	Maysel	
E	No. 3	3000	Maysel	
G	No. 467	1000	Maysel	
L	No. 9	500	Maysel	
M	Gabion Stone		Maysel	
N	Fine Aggregate		Maysel	
0	Standard Abr.	2500	Maysel	
Р	Modified Abr.	2500	Maysel Maysel	
S	No. 8 Modified	3000	iviayəci	I

DISTRICT ONE

12.2 Bidding F.O.B. Division's Storage Site (Continued)

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F>o.B. DOH Storage Site LIMESTONE BLAST
	CLAY	COUNTY		SANDSTONE FURNACE STEEL GRAVEL, SAND SLAG SLAG
A E G S	Class 1 No. 3 No. 467 No. 8 Modified	3000 2000 1500 1500	Big Otter Big Otter Big Otter Big Otter	
	CLAY CO	DUNTY CR 11		
AEGLMNOPS	Class 1 No. 3 No. 467 No. 9 Gabion Stone Fine Aggregate Standard Abr. Modified Abr. No. 8 Modified	3700 1300 3000 1000 500 100 2500 2500 3000	Widen Road Widen Road Widen Road Widen Road Widen Road Widen Road Widen Road Widen Road	
	KANAV	VHA COUNTY		
L N O P	No. 9 Fine Aggregate Standard Abr. Modified Abr.	1000 100 2500 2500	North Charleston North Charleston North Charleston North Charleston	
	KANAV	VHA COUNTY		
A D E G L M N O P S	Class 1 No. 1 No. 3 No. 467 No. 9 Gabion Stone Fine Aggregate Standard Abr. Modified Abr. No.8 Modified	3100 600 1800 2000 1000 500 100 2500 2500 3000	Elkview Elkview Elkview Elkview Elkview Elkview Elkview Elkview Elkview	

DISTRICT ONE

12.2 Bidding F.O.B. Division's Storage Site (Continued)

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site LIMESTONE BLAST
	KANAWH	A COUNTY		SANDSTONE FURNACE STEEL
				GRAVEL, SAND SLAG SLAG
Α	Class 1	2500	Cheiyan	
D	No. 1	600	Chelyan	
E	No. 3	1800	Chelyan	
G	No. 467	1000	Chelyan	
L	No. 9	1000	Chelyan	
M	Gabion Stone	500	.Chelyan	
Ν	Fine Aggregate	100	Chelyan	,
0	Standard Abr.	2500	Chelyan	
P	Modified Abr.	2500	Chelyan	
S	No. 8 Modified	3000	Chelyan	
Ū	Pea Gravel	500	Chelyan	
,	KANAWH	IA COUNTY		·
_	Object d	3000	St. Albans	
A	Class 1	600	St. Albans	
D	No. 1	1800	St. Albans	
E	No. 3	2000	St. Albans	
G	No. 467	1000	St. Albans	
L	No. 9	500	St. Albans	
M	Gabion Stone	100	St. Albans	
N	Fine Aggregate	2500	St. Albans	
0	Standard Abr.	2500	St. Albans	
Р	Modified Abr.	3000	St. Albans	
S	No. 8 Modified	3000	St. Albano	
	<u>MASON</u>	OUNTY		
t	No O	1000	Point Pleasant	32.95
<u> </u>	No. 9		Point Pleasant	•••
N	Fine Aggregate Standard Abr.	2500		10.00
0	Modified Abr.		Point Pleasant	20.50
Р	Modified Abi.	2000	, 0,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	MASO	N COUNTY		
٨	Class 1	3000	Lakin	23.55
A	No. 1	500	Lakin	24.25
D	No. 1 No. 3	1500	Lakin	24.25
E	No. 3 No. 467	1000	Lakin	24.25
G	Gabion Stone	1000	Lakin	28.10
M	No. 8 Modified	5000	Lakin	27.05
S	NO. O MOUNIEU	5000	Partiel I	L.

DISTRICT ONE

12.2 Bidding F.O.B. Divisionn's Storage Site (Continued)

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site LIMESTONE BLAST
	иории	COUNTY		SANDSTONE FURNACE STEEL
	MASON	<u> </u>		GRAVEL, SAND SLAG SLAG
Α	Class 1	3000	Glenwood	25.55
D	No. 1	500	Glenwood	25.55
E	No. 3	1500	Glenwood	25.55
Ğ	No. 467	1000	Glenwood	25.55
Š	No. 8 Modified	, 5000	Glenwood	29.05
	<u>PUTNA!</u>	M COUNTY		
	01 1	5000	Huricane Lot	
A	Class 1 No. 1	1200	Huricane Lot	
D	No. 3	1500	Huricane Lot	
E G	No. 467	1000	Huricane Lot	
L	No. 9	1000	Huricane Lot	
	. Abrasives	2500	Huricane Lot	
P	Modified Abr.	2500	Huricane Lot	
s	No. 8 Modified	3000	Huricane Lot	
	PUTNA	M COUNTY		
٨	Class 1	3000	Red House	
A D	No. 1	1200	Red House	
E	No. 3	2000	Red House	
G	No. 467	1000	Red House	
Ĺ	No. 9	1000	Red House	
N	Fine Aggregate	1000	Red House	
0	Abrasives	1000	Red House	0/17
P	Modified Abr.	2500	Red House	24.17
S	No. 8 Modified	5000	Red House	
	PUTNA	AM COUNTY		
А	Class 1	500	Scary	
L	No. 9	1000		
N	Fine Aggregate	200		
0	Standard Abr.	2500	Scary	
P	Modified Abr.	2500		
s	No. 8 Modified	800	Scary	
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DISTRICT ONE

12.2 Bidding F.O.B. Division's Storage Site (Continued)

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site LIMESTONE BLAST
		COUNTY (1-79)		LIMESTONE BLAST SANDSTONE FURNACE STEEL GRAVEL, SAND SLAG SLAG
ADEGLNOPS	Class 1 No. 1 No. 3 No. 467 No. 9 Fine Aggregate Abrasives Modified Abr. No. 8 Modified	600 500 500 500 1000 200 2500 2500 800	Amma Amma Amma Amma Amma Amma Amma Amma	
	KANAWHA C	OUNTY (CORRI	OOR G)	·
A L N O P S	Class 1 No. 9 Fine Aggregate Standard Abr. Modified Abr. No. 8 Modified	500 1000 100 2000 2000 500	Alum Creek Alum Creek Alum Creek Alum Creek Alum Creek Alum Creek	
	KANAWHA	COUNTY (1-64 &	<u>k 1-77)</u>	
A L N O P	Class 1 No. 9 Fine Aggregate Standard Abr. Modified Abr.	600 1000 200 2500 2500	Rt. 119 Penn. Ave. Rt. 119 Penn. Ave. Rt. 119 Penn. Ave. Rt. 119 Penn. Ave. Rt. 119 Penn. Ave.	
•	<u>JACKS</u>	ON COUNTY (I-	<u>77)</u>	
A D E L N O P s	Class 1 No. 1 No. 3 No. 9 Fine Aggregate Standard Abr. Modified Abr. No. 8 Modified	2500 2500	Haynes Branch Haynes Branch Haynes Branch Haynes Branch Haynes Branch Haynes Branch Haynes Branch Haynes Branch	21.77

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DISTRICT ONE

12.2 Bidding F.O.B. Division's Storage Site (Continued)

Contract Item	Description of Aggregate	Estimated Quantity (TONS	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
	MASON COUN	TY (BARGE DE	ELIVERY)	LIMESTONE BLAST SANDSTONE FURNACE STEEL GRAVEL, SAND SLAG SLAG
A D E G S	Class 1 No. 1 No. 3 No. 467 No. 8 Modified	10000 1500 3000 1500 3000 JTY (BARGE D	Glenwood Glenwood Glenwood Glenwood Glenwood	
A D E G M S	Class 1 No. 1 No. 3 No. 467 Gabion Stone No. 8 Modified	10000 1500 1500 1500 1500 10000	Lakin Lakin Lakin Lakin Lakin Lakin	
A D E G S	PUTNAM COU Class 1 No. 1 No. 3 No. 467 No. 8 Modified	15000 1500 1500 1500	Hometown MP 34.77 Hometown MP 34.77	

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DISTRICT ONE

12.1 Bidding F.O.B. Vendor's Storage Site

Contract Item	Description of Material	Bid Price (\$/Ton) F.0.B. Vendor's Storage Site (Note 1)					
AA	Cinders						
Note 1:	Bid Price shall include cost of Vendor Loading Department trucks.						
(a)	SOURCE OF MATERIAL (Name and Location of plant which produces the material:						
(b) EXACT LOCATION OF VENDOR'S STORAGE SITE:							

12.2 Bidding F.O.B. Division's Storage Site

If a supplier is bidding materials from more than one source, a set of bid schedules with all required information shall be provided for each source. The type and source of materials indicated in 12.1 (a) and (b) therefore shall apply to the materials to be delivered to the Division's storage site as described below.

Contract Item	<u>Material</u>	Estimated Quantity (Tons)	Location of Division's Storage Site	Bid Price (\$/Ton) FOB DOH Storage Site
AA AA AA AA AA AA	Cinders Cinders Cinders Cinders Cinders Cinders Cinders Cinders Cinders	1,500 2,000 2,000 1,500 500 2,000 1,500 1,500 1,500	Clay Co., Route 11 Widen Road Clay Co., Maysel Kanawha Co., St. Albans Kanawha Co., Elkview Kanawha Co., I-64, Elk River Lot, Pa. Ave. Kanawha Co., N. Chas. Kanawha Co., Chelyan Kanawha Co., Corr. G, Alum Creek Jackson Co., I-77 Haines Branch Putnam Co., Hurricane, WV-34	
AA AA AA	Cinders Cinders Cinders	1,500 1,500 1,000	Putnam Co., I-64, Scary	

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12.1 Bidding F.O.B. Vendor's Storage Site

a) SOURCE OF MATERIAL (State all sources for which bid prices apply) (e.g., Quarry location if Sandstone or Limestone; dredging or pit location if Gravel; production plant name and location if Slag) Riverside Stone - Wolf Creek KY Shelly Materials - Apple Grove OH

Mulzer Crushed Stone - Cape Sandy/New Amsterdam/Charlestown IN

Letart Corporation - Gallipolis Ferry WV

Hilltop Basic Resources - Cincinnati OH

EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be submitted when bid price varies between Vendors storage sites.

VALLEY INC.

Route 2 South - Valley Road

Millwood WV 25262

Con- Tract Item	Description of Aggregate	F.O.B.	Annother	
***************************************		LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
		18.55		
Α	Class 1 Aggregate			
В	Class 2 Aggregate	18.25		
C	Class 10 Aggregate	18.25		
D	AASHTO #1 Aggregate	18.55		
Ē	AASHTO #3 Aggregate	18.55	***************************************	
Ē	AASHTO #4 Aggregate	18.55		
G	AASHTO #467 Aggregate	18.55	· · · · · · · · · · · · · · · · · · ·	
Н	AASHTO #57 Aggregate	<u> 18.55</u>		
1	AASHTO #67 Aggregate	<u> 18.75</u>		
J	AASHTO #7 Aggregate	***		
ĸ	AASHTO #8 Aggregate	21.05		
L	AASHTO #9 Aggregate	26.95		

BIDDING SCHEDULE (Continued)

12.1 Bidding F.O.B. Vendor's Storage Site (Continued)

M	Stone for Gabions	22.10		Market Company of the
N	Fine Aggregate			
Ô	Standard Abrasives	14.00	w	
P	Modified Abrasives	<u>17.70</u>		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Q	Riprap	24.65		,
R	Shot Rock			
S	AASHTO #8 Modified	21.05	1 	**************************************
Ţ	AASHTO #9 Modified	26.95		w
U	Pea Gravel	14.95		
V	#11 Limestone Abrasives			
W		ns Q and P): irst Ton-Mile ach Additional To	n Mile	
X		d/or P): irst Ton-Mile ach Additional To	n-Mile	

Con- Tract Item	Description of Material	Bid Price Per Ton F.O.B. Vendor's Storage Site
AA	Cinders	

Note 1: Bid price shall include cost of Vendor Loading Department trucks.

DISTRICT THREE

12.2 Bidding F.O.B. Division's Storage Site

		Estimated	Location of	Bid Price	(\$/Ton) F.O.B	
Contract	Description	Quantity	DOH	DOH S	Storage Site	
Item	of Aggregate	(TONS)	Storage Site			
110111	· · · · · · · · · · · · · · · · · · ·			LIMESTONE	BLAST	
	CALHO	DUN COUNTY		SANDSTONE	FURNACE	STEEL
	<u> </u>	, , , , , , , , , , , , , , , , , , , 		GRAVEL, SAND	SLAG	SLAG
Α	Class 1	3600	Millstone	27.55		,
Ē	No. 3	1800	Millstone	27.55		
	No. 467	2500	Millstone	27.75		
M	No. 67	2500	Millstone	28.00		
Ö	Gabion Stone	100	Millstone	32.10		
S	Standard Abr.	2500	Millstone	22.00		
Ť	No. 8 Modified	1150	Millstone	31.05		
Ġ	No 467	2500	Millstone	27.55		
9	140 -01					
	J <u>ACK</u> S	SON COUNTY				
					<u> </u>	
· A	Class 1	10000	Ripley	18.85		
D	No. 1	500	Ripley	20.19		
E	No. 3	800	Ripley	20.19		
G	No. 467	9000	Ripley	20.19		
Н	No. 57	3500	Ripley	20.19		<u> </u>
Ì	No. 67	3000	Ripley	20.19		
M	Gabion Stone	750	Ripley	23.39		
0	Standard Abr.	1000	Ripley	10.25		<u> </u>
S	No. 8 Modified	1500	Ripley	21.75		
Ţ .	No. 9 Modified	1500	Ripley	30.95	<u>L</u>	<u></u>
	JACK:	SON COUNTY				
		2000	Ravenswood Lot	10.0/	T	
. A	Class 1	2000	Ravenswood Lot	18.94	1	
E	No. 3	200	Ravenswood Lot	20.49 24.60	<u> </u>	
M	Gabion Stone	500	Ravenswood Lot	24.08	<u> </u>	
S	No. 8 Modified	500	Ravenswood Lot	24.00		<u></u>
	IVCKSU	N COUNTY (I-77	٠,			•
	<u> JACKOO</u>	N CCCNTT (FF)	<i>1</i>			
0	Standard Abr.	750	Medina (177)	10.74	1	
U	Grandal a ribi.	, 00	,			
	PLEAS	ANTS COUNTY		•		
Α	Class 1	5000	Colin Anderson Lot			
D	No. 1	500	Colin Anderson Lot			
E	No. 3	800	Colin Anderson Lot			<u> </u>
G	No. 467	1000	Colin Anderson Lot			
Ī	No. 67	1000	Colin Anderson Lot			<u> </u>
M	Gabion Stone	500	Colin Anderson Lot			
s	No. 8 Modified	1000	Colin Anderson Lot			
Ť	No. 9 Modified	1000	Colin Anderson Lot		1	
•						

DISTRICT THREE

12.2 Bidding F.O.B. Division's Storage Site (Continued)

Contract Item	Estimated Location of ct Description Quantity DOH of Aggregate (TONS) Storage Site				(\$/Ton) F.O.B Storage Site	
TON1		ANTS COUNTY		LIMESTONE SANDSTONE	BLAST FURNACE SLAG	STEEL SLAG
O,N	Standard Abr.	1000	Belmont	GRAVEL, SAND	JLAG	<u> </u>
	RITC	HIE COUNTY				
А	Class 1	8500	Ellenboro Ellenboro			
С	Class 10	4000		,		
D	No. 1	1000	Ellenboro			
E	No. 3	4000	Ellenboro			
G	No. 467	3000	Ellenboro			
H	No. 57	5000	Ellenboro			
	No. 67	4000	Ellenboro			
K	No. 8	4000	Ellenboro			
L	No. 9	1000	Ellenboro			
M	Gabion Stone	1000	Ellenboro			
0	Standard Abr.	5000	Ellenboro			5
	CORRIDOR D R	ITCHIE CO. ELL	ENBORO			
0	Standard Abr.	1500	Ellenboro			
	RITO	CHIE COUNTY				
16	N- 0	2000	Smithville			
K	No. 8	2000	Smithville			
0	Standard Abr.	2000	Officeration			
	RITCHIE CO	UNTY (CORRID	OR D)			
0	Standard Abr.	800	Nutter Farm			
i	RO	ANE COUNTY				
А	Class 1	9000	Spencer	22.70		
D	No. 1	450	Spencer	24.18		
Ē	No. 3	4000	Spencer	24.18		
G	No. 467	6400	Spencer	24.18		
1	No. 67	6000	Spencer	24.18		
Ĺ	No. 9	1000	Spencer	33.95		
M	Gabion Stone	1500	Spencer	28.40		
Ö	Standard Abr.	2200	Spencer	15.70		
S	No. 8 Modified	3000	Spencer	26.89		
	<u>R0</u>	ANE COUNTY				
	No. 9	2000	Rt. 33 Spencer	33.95		
<u>L</u>		•	•			

DISTRICT THREE

12.2 Bidding F.O.B. Division's Storage Site (Continued)

Contract	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	DOH S	(\$/Ton) F.O.B Storage Site	
	RO	ANE COUNT	<u>Y</u> .	LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A E G I L O	Class 1 No. 3 No. 467 No. 67 No. 9 Standard Åbr.	3550 2000 3000 2000 450 200	Left Hand (Walton) Left Hand (Walton) Left Hand (Walton) Left Hand (Walton) Left Hand (Walton) Left Hand (Walton)	20.00		
0	Standard Abr.	500	Southern Roane WV 36	21.00		
	<u> </u>	/IRT COUNT	<u>Y</u>			
0	Standard Abr.	1500	Elizabeth Headquarters			
	Ā	VIRT COUNT	<u>Y</u>			
A D E F G I S T	Class 1 No. 1 No. 3 No. 4 No. 467 No. 67 No. 8 Modified No. 9 Modified	4200 250 1500 1500 1500 1800 1000 2000	Elizabeth WV CR 14/7 Elizabeth WV CR 14/7 Elizabeth WV CR 14/7 Elizabeth WV CR 14/7 Elizabeth WV CR 14/7 Elizabeth WV CR 14/7 Elizabeth WV CR 14/7 Elizabeth WV CR 14/7			
	W	OOD COUN	<u>TY</u>			
A D E F H J K M O S T	Class 1 No. 1 No. 3 No. 4 No. 57 No. 7 No. 8 Gabion Stone Standard Abr. No. 8 Modified	4000 d 6000	Parkersburg Co. Hqtrs. Parkersburg Co. Hqtrs. Parkersburg Co. Hqtrs. Parkersburg Co. Hqtrs. Parkersburg Co. Hqtrs. Parkersburg Co. Hqtrs. Parkersburg Co. Hqtrs. Parkersburg Co. Hqtrs. Parkersburg Co. Hqtrs. Parkersburg Co. Hqtrs. Parkersburg Co. Hqtrs. Parkersburg Co. Hqtrs. Parkersburg Co. Hqtrs.			

DISTRICT THREE

12.2 Bidding F.O.B. Division's Storage Site (Continued)

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
	WOO	D COUNTY		LIMESTONE BLAST SANDSTONE FURNACE STEEL GRAVEL, SAND SLAG SLAG
.A H 1	Class 1 No. 57 No. 67	4000	WV 95 Parkersburg WV 95 Parkersburg WV 95 Parkersburg	
	<u>woc</u>	D COUNTY		
0	Standard Abr.	1000	River Hill US 50	
	woo	DD COUNTY		
0	Standard Abr.	1500	Mill Run Road	
<u>Pl</u>	EASANTS COL	INTY (BARGE	DELIVERY)	,
A D E G I M S T	Class 1 No. 1 No. 3 No. 467 NO. 67 Gabion Stone No. 8 Modified No. 9 Modified		Colin Anderson Lot Colin Anderson Lot	

DISTRICT THREE

12.1 Bidding F.O.B. Vendor's Storage Site

		Bid File (\$/101)	
Contract		F.0.B. Vendor's	
ltem	Description of Material	Storage Site (Note 1)	
AA	Cinders		
Note 1:	Bid Price shall include cost of Vendor	Loading Department trucks.	
(a)	SOURCE OF MATERIAL (Name and Lomaterial:		
(b)	EXACT LOCATION OF VENDOR'S STO	DRAGE SITE:	

12.2 Bidding F.O.B. Division's Storage Site

If a supplier is bidding materials from more than one source, a set of bid schedules with all required information shall be provided for each source. The type and source of materials indicated in 12.1 (a) and (b) therefore shall apply to the materials to be delivered to the Division's storage site as described below.

Contract		Estimated Quantity	Location of Division's Storage	Bid Price (\$/Ton) FOB DOH
Item	Material	(Tons)	Site	Storage Site
		<u></u>		
AA	Cinders	2,500	Calhoun Co., Millstone	
AA	Cinders .	1,000	Jackson Co., Ripley	
AA	Cinders	500	Jackson Co., Medina, I-77 Section	
AA	Cinders	4,000	Roane Co., Spencer	www.
AA	Cinders	1,500	Roane Co., Southern Roane Sub.	
AA	Cinders	1,500	Pleasants Co., Belmont	
AA	Cinders	5,000	Ritchie Co., Ellenboro	
AA	Cinders	2,000	Ritchie Co., Smithville	
AA	Cinders	500	Ritchie Co., APD-Sec. O, Nutter Farm	
AA	Cinders	3,000	Wood Co., Parkersburg	
AA	Cinders	1,500	Wood Co., Mill Run Rd., I-77 Lot	
AA	Cinders	450	Wirt Co., Elizabeth	
AA	Cinders	500	Pleasants Co., Colin Anderson Lot	



ROUTE 2 SOUTH – VALLEY ROAD POST OFFICE BOX 100 MILLWOOD WV 25262 PHONE: 304/273-5555 FAX: 304/273-9588





To:

State of WV

From:

Deborah Taylor Alderfer

Purchasing Division

Michael Austin

Phone:	304.558.2402	Pages:	Cover plus 1
Fax:	304.558.3970	Date:	6.10.10
Re:	RFQ 6610C025	CC:	

Please include Addendum 4 to Valley Inc. bid.

Regards,

Deborah

Netsian Dally State



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

3042739588

Request for BEONUMBER

6610C025

MICHAEL AUSTIN

304-558-2402

*709042537 VALLEY INC

304-273-5555

PO BOX 100

MILLWOOD WV 25262

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER.

MANADORESSIONSESPONDENCERIO/AMENDION/OF MANAGEMENT

DATE PRINT 06/08/	and the second second		MS OF SAL			SHIP V			RO(B)		EREIGHETERINS
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TITLE PRESIDENT		P		521830				11 05 40			TO BE NOTED ABOVE



ROUTE 2 SOUTH - VALLEY ROAD **POST OFFICE BOX 100** MILLWOOD WV 25262 PHONE: 304/273-5555

FAX: 304/273-9588

3042739588

VALLEY INC.



To:

State of WV

From:

Deborah Taylor Alderfer

Purchasing Division

Michael Austin

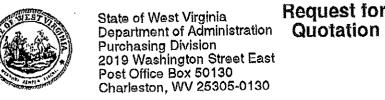
Phone:	304.558.2402	Pages:	Cover plus 3
Fax:	304.558.3970	Date:	5.27.10
Re:	RFQ 6610C025	CC:	

Please include Addendums 2 and 3 to Valley Inc. bid.

Regards,

Deborah

PAGE 02/04



Request for

MICHAEL AUSTIN 304-558-2402

EXPRESSION OF THE PROPERTY OF

*709042537 VALLEY INC PO BOX 100 304-273-5555

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

MILLWOOD WV 25262

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

304-273-5555

Request for Quotation 6610C025

6610C025

MICHAEL AUSTIN 304-558-2402

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

×709042537 VALLEY INC.

PO BOX 100

MILLWOOD WV 25262

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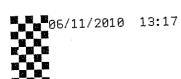
12. BIDDING SCHEDULE

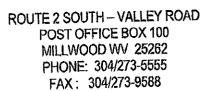
DISTRICT SIX

12.2 Bidding F.O.B. Division's Storage Site (Continued)

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site		DOH	(\$/Ton) F,O.E Storage Site	3.
<u> </u>					LIMESTONE	BLAST	
	WETZ	EL COUNTY			SANDSTONE	FURNACE	STEEL
	•				GRAVEL, SAND	SLAG	SLAG
Α	Class 1	3000	Hundred		NOBO		
D	No. 1	1000	Hundred				
E	No. 3	1000	Hundred				
G	No. 467	1000	Hundred				
H	No. 57	2000	Hundred				
1	No. 67	100	Hundred				
J	No. 7	500 2000	Hundred				
K	No. 8		Hundred Hundred				
L	No. 9	1000 500	riunarea Hundred				
M	Gabion Stone	100	Hundred	:			
N O	Fine Aggregate Standard Abr.	1000	Hundred				
P	Modified Abr.	1000	Hundred				
R	Shot Rock	500	Hundred				
S	No. 8 Modified	1000	Hundred		7		
5	140, o Modifica	,000	1 (01/2) 00	:		<u> </u>	i
	<u>WETZ</u>	EL COUNTY					
Α	Class 1	3000	Pine Grove		No Bid		
Q	No. 1	500	Pine Grove				
Ē	No. 3	2000	Pine Grove	,			
G	No. 467	200	Pine Grove		1)		
Н	No. 57	- 2000	Pine Grove				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
1	No. 67	100	Pine Grove				
J	No. 7	500	Pine Grove				
K	No. 8	2000	Pine Grove				
L	No. 9	1000	Pine Grove				
M	Gabion Stone	500	Pine Grove		(' '		
N	Fine Aggregate	100	Pine Grove				
0	Standard Abr.	1000	Pine Grove				
P	Modified Abr.	1000	Pine Grove				
Q	Shot Rock	500	Pine Grove				
S	No. 8 Modified	2000	Pine Grove				

The "Bid Schedule" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase









To:

State of WV

From:

Deborah Taylor Alderfer

Purchasing Division

Michael Austin

Phone:	304.558.2402	Pages:	Cover plus 3
Fax:	304.558.3970	Date:	6.11.10
Re:	RFQ 6610C025	CC:	

Please include Addendum 5 to Valley Inc. bid. Pages 18 & 19.

Regards,

Deborah

Fax 304-558-3970

Jun 11 2010 11:49am P001/003

Post Office Box 50130 Charleston, WV 25305-0130

WV PURCHASING DIVN. FOR HEQUEST FOR State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East

6610C025

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*709042537 VALLEY INC PO BOX 100

304-273-5555

25262 MILLWOOD WV

304-558-2402 DIVISION OF HIGHWAYS

VARIOUS LOCALES AS INDICATED BY ORDER

MICHAEL AUSTIN

SHIPVIA LOIS TERMS OF SALE 06/11/2010 BID OPENING DATE: 01 - 30 PM RID OPENING TIME 06/16/2010 AMDENT WINT PRICE ITEM NUMBER LICP. CUANTITY **SENE** ADDENDUM NO. 5 REPLACE PAGES 18 & 19 WITH THE ATTACHED PAGES 18 & 19. BID OPENING DATE AND TIME REMAINS 06/16/10 @ 1:30 P.M. NO OTHER CHANGES. 770-06 EΑ \mathtt{boor} STONE & AGGREGATE 6610Cb25 ***** TOTAL: IS THE END OF RFQ THIS SEE REVERSED DE FOR TERMA AND COMOTICAS DATE 6/11/10 304/273-5555 ADDRESS CHANGES TO BE NOTED ABOVE 55-0521830 WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

06/11/2010 13:17

12.1 Bidding F.O.B. Vendor's Storage Site

SOURCE OF MATERIAL (State all sources for which bid prices apply) (e.g., Quarry location if Sandstone or Limestone; 3) dredging or pit location if Gravel; production plant name and location if Slag) Riverbide Stone - Wolf Creek KY Shelly Materials - Apple Grove OH Mulzer Crushed Stone, Inc. - Cape Sandy New Amsterdam, Charlestown IN Letart Corporation - Gallipolis Ferry WV Hilltop Basic Resources - Cinconnati OH

EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be submitted when bid price varies bì between Vendors storage sites.

Valley Inc. Route 2 South - Valley Road Millwood WV 25262

Con- Tract Item	Description of Aggregate	F.O.B. \		
		LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
ABCDEFGH.	Class 1 Aggregate Class 2 Aggregate Class 10 Aggregate AASHTO #1 Aggregate AASHTO #3 Aggregate AASHTO #4 Aggregate AASHTO #467 Aggregate AASHTO #57 Aggregate AASHTO #67 Aggregate	18.55 18.25 18.25 18.55 18.55 18.55 18.55 18.55 18.75		
j J	AASHTO #7 Aggregate	No Bid 21.05		
K L	AASHTO #8 Aggregate AASHTO #9 Aggregate	26.95		

Fax 304-558-3970

BIDDING SCHEDULE (Continued)

Bidding F.O.B. Vendor's Storage Site (Continued) 12,1

MNOPQRSTUV	Stone for Gabions Fine Aggregate Standard Abrasives Modified Abrasives Riprap Shot Rock AASHTO #8 Modified AASHTO #9 Modified Paa Gravel #11 Limestone Abrasives	22.10 No Bid 14.00 17.70 24.65 No Bid 21.05 26.95 14.95 No Bid		
W	Haul by Vendor (Except Ite @ 1.50 \$ for Ite @ .25 \$ for Ite	ms R and Q): First Ton-Mile Each Additional Ton	Mile	
×	Haul by Vendor (Items R at @ 1.50 \$ for 6	nd/or Q): Pirst Ton-Mile Each Additional Tor	n-Mile	

Con- Tract Item	Description of Material	Bld Price Per Ton F.O.B. Vendor's Storage Site
AA	Cinders	***************************************

Note 1: Bid price shall include cost of Vendor Loading Department trucks.

RFQ No.	6610C025
171 05 140.	

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

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

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE
Vendor's Name: VALLEY INC. Date: 05/21/2010
Authorized Signature:
Authorized Signature: Date: 05/21/2010 State of West Virginia
Taken subscribed and sworn to before me this day of December, 20.
My Commission expires $\frac{Dec. 8}{100}$, $\frac{19}{100}$.
AFFIX SEAL HERE NOTORY PUBLIC Jugueline P. Mullen

