



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

Solicitation

NUMBER
6614C025

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CRYSTAL RINK 304-558-2306

VENDOR

*216143024 614-795-4644
 BELMONT AGGREGATES INC
 125 CARRIE ST
 POWHATAN POINT OH 43942

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
01/17/2014

BID OPENING DATE: 02/12/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		750-35		
STONE, AGGREGATE, & CINDERS						
REQUEST FOR QUOTATION (OPEN-END CONTRACT)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO SUPPLY STONE AND AGGREGATE TO DISTRICTS 1-10 AND CINDERS TO DISTRICTS 1,3,4,6, AND 7 PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 6614C025 ***** TOTAL:						
02/11/14 09:55:38AM West Virginia Purchasing Division						

SIGNATURE <i>John A. Kreh</i>	TELEPHONE 740-795-4644	DATE 01/31/14
TITLE President	FEIN 34-1807263	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

REQUEST FOR QUOTATION
6614C025 Stone, Aggregate and Cinders

orders within an established acceptable time frame after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. If the vendor is unable to furnish material in accordance with the established delivery schedule, the WVDOH District Engineer/Manager shall be advised in writing within five (5) working days of the reason for failure to conform to the delivery requirements.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing within five (5) days if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination 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 provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION
6614C025 Stone, Aggregate and Cinders

7. MISCELLANIOUS:

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 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.
- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: John S. Kish
Telephone Number: 740-795-4644
Fax Number: 740-795-4259
Email Address: belagg@hughes.net

Exhibit Pricing Page

VENDOR NAME Belmont Aggregates, Inc.

A.2

F.O.B. Vendor's Storage Site (Items A-W) 2014 Spring and Summer #6614C025

If the Vendor chooses to provide pickup pricing to the WVDOH, please complete the schedule below which shall include the loading of WVDOH trucks by the Vendor.

Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site				
Contract Item	Description of Material	Limestone, Sandstone, Gravel, Sand	Blast Furnace Slag	Steel Slag
A	Class 1 Aggregate			
B	Class 2 Aggregate			
C	Class 10 Aggregate			
D	AASHTO #1 Aggregate			
E	AASHTO #3 Aggregate			
F	AASHTO #4 Aggregate			
G	AASHTO #467 Aggregate			
H	AASHTO #57 Aggregate			
I	AASHTO #67 Aggregate			
J	AASHTO #7 Aggregate			
K	AASHTO #8 Aggregate			
L	AASHTO #9 Aggregate			
M	Stone for Gabions			
N	Fine Aggregate			
OA	Limestone Standard Abrasives			
OB	Sandstone Standard Abrasives			
PA	Limestone Modified Abrasives			
PB	Sandstone Modified Abrasives			
Q	Rip Rap			
R	Shot Rock			
S	AASHTO #8 Modified			
T	AASHTO #9 Modified			
U	Pea Gravel			
V	#11 Limestone Abrasives			
W	Quarry Waste			
X	Haul by Vendor (Items A-W Except for Items Q and R):			
	4.00	\$ for First Ton-Mile		
	.15	\$ for Each Additional Ton-Mile		
Y	Haul by Vendor (Items Q and/or R only):			
		\$ for First Ton-Mile		
		\$ for Each Additional Ton-Mile		
AA	Cinders (include cost of Vendor loading WVDOH trucks)			\$7.50

Exhibit Pricing Page Schedule

VENDOR NAME Belmont Aggregates, Inc.

A.3

F.O.B. Division's Storage Site - DISTRICT 3

2014 Spring #6614C025

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 A.1 (c) and (d) therefore, shall apply to the materials to be delivered to the Division's storage sites below.

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. - DOH Storage Site
<u>CALHOUN COUNTY</u>				CINDERS
AA	CINDERS	2500	Millstone	\$23.45
<u>JACKSON COUNTY</u>				
AA	CINDERS	1000	Ripley	\$19.12
AA	CINDERS	1000	Medina - I-77	\$18.15
<u>ROANE COUNTY</u>				
AA	CINDERS	7000	Spencer	\$23.24
AA	CINDERS	1750	Southern Roane - WV 36	\$26.19
<u>PLEASANTS COUNTY</u>				
AA	CINDERS	1500	Belmont	\$12.42
<u>RITCHIE COUNTY</u>				
AA	CINDERS	5000	Ellenboro	\$14.99
AA	CINDERS	2000	Smithville	\$19.12
AA	CINDERS	500	Nutter Farm, APD-Sec.0	\$16.17
AA	CINDERS	1500	Pennsboro, APD-Sec.1	\$15.10
<u>WOOD COUNTY</u>				
AA	CINDERS	3000	Parkersburg	\$14.46
AA	CINDERS	1500	Mill Run Road - I-77	\$14.24
<u>WIRT COUNTY</u>				
AA	CINDERS	450	Elizabeth	\$18.37
<u>PLEASANTS COUNTY</u>				
AA	CINDERS	500	Colin Anderson Lot	\$13.76

Exhibit Pricing Page Schedule

VENDOR NAME Belmont Aggregates, Inc.

A.3

F.O.B. Division's Storage Site - **DISTRICT 6****2014 Spring & Summer #6614C025**

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 14.1 (c) and (d) therefore, shall apply to the materials to be delivered to the Division's storage sites below.

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. - DOH Storage Site
<u>BROOKE COUNTY</u>				<u>CINDERS</u>
AA	CINDERS	2000	Wellsburg	
AA	CINDERS	3000	US 22 & CR 1	
<u>HANCOCK COUNTY</u>				
AA	CINDERS	3000	New Manchester	
<u>MARSHALL COUNTY</u>				
AA	CINDERS	4000	Glendale	
AA	CINDERS	2000	Cameron	
AA	CINDERS	2000	Lynn Camp	
AA	CINDERS	2000	Sand Hill	
<u>OHIO COUNTY</u>				
AA	CINDERS	5000	Triadelphia	
AA	CINDERS	1000	Elm Grove I-70	
<u>TYLER COUNTY</u>				
AA	CINDERS	3000	Sistersville	\$14.99
AA	CINDERS	2000	Centerville	\$16.87
<u>WETZEL COUNTY</u>				
AA	CINDERS	4000	New Martinsville	\$22.06
AA	CINDERS	2000	Hundred	
AA	CINDERS	2000	Pine Grove	\$18.21

A.1

Vendor's Source Information

2014 Spring and Summer #6614C025

Mandatory - Vendor shall complete this schedule and return with bid documents.

Limestone, Sandstone, Gravel, Sand, Blast Furnance Slag and Steel S

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)

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

Cinders

c) SOURCE OF MATERIAL: Name and Location of plant which produces Cinder material.

Bruce Mansfield Power Plant
Shippingport, PA.

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

Rt. 168
Shippingport, PA

Exhibit Pricing Page

VENDOR NAME Belmont Aggregates, Inc.

A.2

F.O.B. Vendor's Storage Site (Items A-W) 2014 Spring and Summer #6614C025

If the Vendor chooses to provide pickup pricing to the WVDOH, please complete the schedule below which shall include the loading of WVDOH trucks by the Vendor.

Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site					
Contract Item	Description of Material		Limestone, Sandstone, Gravel, Sand	Blast Furnace Slag	Steel Slag
A	Class 1 Aggregate				
B	Class 2 Aggregate				
C	Class 10 Aggregate				
D	AASHTO #1 Aggregate				
E	AASHTO #3 Aggregate				
F	AASHTO #4 Aggregate				
G	AASHTO #467 Aggregate				
H	AASHTO #57 Aggregate				
I	AASHTO #67 Aggregate				
J	AASHTO #7 Aggregate				
K	AASHTO #8 Aggregate				
L	AASHTO #9 Aggregate				
M	Stone for Gabions				
N	Fine Aggregate				
OA	Limestone Standard Abrasives				
OB	Sandstone Standard Abrasives				
PA	Limestone Modified Abrasives				
PB	Sandstone Modified Abrasives				
Q	Rip Rap				
R	Shot Rock				
S	AASHTO #8 Modified				
T	AASHTO #9 Modified				
U	Pea Gravel				
V	#11 Limestone Abrasives				
W	Quarry Waste				
X	Haul by Vendor (Items A-W Except for Items Q and R):				
	4.00	\$ for First Ton-Mile			
	.15	\$ for Each Additional Ton-Mile			
Y	Haul by Vendor (Items Q and/or R only):				
		\$ for First Ton-Mile			
		\$ for Each Additional Ton-Mile			
AA	Cinders (include cost of Vendor loading WVDOH trucks)				\$7.10

Exhibit Pricing Page Schedule

VENDOR NAME Belmont Aggregates, Inc.

A.3

F.O.B. Division's Storage Site - DISTRICT 6

2014 Spring & Summer #6614C025

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 14.1 (c) and (d) therefore, shall apply to the materials to be delivered to the Division's storage sites below.

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. - DOH Storage Site
<u>BROOKE COUNTY</u>				<u>CINDERS</u>
AA	CINDERS	2000	Wellsburg	\$15.64
AA	CINDERS	3000	US 22 & CR 1	\$15.21
<u>HANCOCK COUNTY</u>				
AA	CINDERS	3000	New Manchester	\$13.39
<u>MARSHALL COUNTY</u>				
AA	CINDERS	4000	Glendale	\$18.75
AA	CINDERS	2000	Cameron	\$21.00
AA	CINDERS	2000	Lynn Camp	\$21.17
AA	CINDERS	2000	Sand Hill	\$20.56
<u>OHIO COUNTY</u>				
AA	CINDERS	5000	Triadelphia	\$17.99
AA	CINDERS	1000	Elm Grove I-70	\$17.99
<u>TYLER COUNTY</u>				
AA	CINDERS	3000	Sistersville	
AA	CINDERS	2000	Centerville	
<u>WETZEL COUNTY</u>				
AA	CINDERS	4000	New Martinsville	\$22.06
AA	CINDERS	2000	Hundred	
AA	CINDERS	2000	Pine Grove	

A.1

Vendor's Source Information

2014 Spring and Summer #6614C025

Mandatory - Vendor shall complete this schedule and return with bid documents.

Limestone, Sandstone, Gravel, Sand, Blast Furnance Slag and Steel S							
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)							
<table border="1"><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr></table>							
b) EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be submitted when bid price varies between Vendors' storage sites.							
<table border="1"><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr></table>							

Cinders						
c) SOURCE OF MATERIAL: Name and Location of plant which produces Cinder material.						
<table border="1"><tr><td>Ft. Martin Power Plant</td></tr><tr><td>Maidsville, WV</td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr></table>	Ft. Martin Power Plant	Maidsville, WV				
Ft. Martin Power Plant						
Maidsville, WV						
d) EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be submitted when bid price varies between Vendors' storage sites.						
<table border="1"><tr><td>Rt. 100</td></tr><tr><td>Maidsville, WV</td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr></table>	Rt. 100	Maidsville, WV				
Rt. 100						
Maidsville, WV						

Exhibit Pricing Page

VENDOR NAME Belmont Aggregates, Inc.

A.2

F.O.B. Vendor's Storage Site (Items A-W) 2014 Spring and Summer #6614C025

If the Vendor chooses to provide pickup pricing to the WVDOH, please complete the schedule below which shall include the loading of WVDOH trucks by the Vendor.

Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site					
Contract Item	Description of Material		Limestone, Sandstone, Gravel, Sand	Blast Furnace Slag	Steel Slag
A	Class 1 Aggregate				
B	Class 2 Aggregate				
C	Class 10 Aggregate				
D	AASHTO #1 Aggregate				
E	AASHTO #3 Aggregate				
F	AASHTO #4 Aggregate				
G	AASHTO #467 Aggregate				
H	AASHTO #57 Aggregate				
I	AASHTO #67 Aggregate				
J	AASHTO #7 Aggregate				
K	AASHTO #8 Aggregate				
L	AASHTO #9 Aggregate				
M	Stone for Gabions				
N	Fine Aggregate				
OA	Limestone Standard Abrasives				
OB	Sandstone Standard Abrasives				
PA	Limestone Modified Abrasives				
PB	Sandstone Modified Abrasives				
Q	Rip Rap				
R	Shot Rock				
S	AASHTO #8 Modified				
T	AASHTO #9 Modified				
U	Pea Gravel				
V	#11 Limestone Abrasives				
W	Quarry Waste				
X	Haul by Vendor (Items A-W Except for Items Q and R):				
	4.00				\$ for First Ton-Mile
	.15				\$ for Each Additional Ton-Mile
Y	Haul by Vendor (Items Q and/or R only):				
					\$ for First Ton-Mile
					\$ for Each Additional Ton-Mile
AA	Cinders (include cost of Vendor loading WVDOH trucks)				\$7.25

Exhibit Pricing Page Schedule

VENDOR NAME Belmont Aggregates, Inc.

A.3

F.O.B. Division's Storage Site - **DISTRICT 6****2014 Spring & Summer #6614C025**

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 14.1 (c) and (d) therefore, shall apply to the materials to be delivered to the Division's storage sites below.

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. - DOH Storage Site
---------------	--------------------------	---------------------------	------------------------------	--

BROOKE COUNTY

CINDERS

AA	CINDERS	2000	Wellsburg	
AA	CINDERS	3000	US 22 & CR 1	

HANCOCK COUNTY

AA	CINDERS	3000	New Manchester	
----	---------	------	----------------	--

MARSHALL COUNTY

AA	CINDERS	4000	Glendale	
AA	CINDERS	2000	Cameron	
AA	CINDERS	2000	Lynn Camp	
AA	CINDERS	2000	Sand Hill	

OHIO COUNTY

AA	CINDERS	5000	Triadelphia	
AA	CINDERS	1000	Elm Grove I-70	

TYLER COUNTY

AA	CINDERS	3000	Sistersville	
AA	CINDERS	2000	Centerville	

WETZEL COUNTY

AA	CINDERS	4000	New Martinsville	
AA	CINDERS	2000	Hundred	\$19.81
AA	CINDERS	2000	Pine Grove	



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

Solicitation

NUMBER
6614C025

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CRYSTAL RINK 304-558-2306

*216143024 614-795-4644

BELMONT AGGREGATES INC
 125 CARRIE ST

POWHATAN POINT OH 43942

VENDOR

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

SHIP TO

DATE PRINTED
01/24/2014

BID OPENING DATE: 02/12/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.01						
THIS ADDENDUM HAS BEEN ISSUED TO CORRECT PAGE 8 OF THE ORIGINAL SOLICITATION.						
COMMERICAL GENERAL LIABILITY BOX WAS INADVERTENTLY NOT CHECKED ON THE ORIGINAL VERSION OF THE SOLICITATION.						
0001	1	EA		750-35		
				STONE, AGGREGATE, & CINDERS		
***** THIS IS THE END OF RFQ 6614C025 ***** TOTAL:						

SIGNATURE <i>John L. Kuh</i>	TELEPHONE 740-795-4644	DATE 1-31-14
---------------------------------	---------------------------	-----------------

TITLE President	FEIN 34-1807263	ADDRESS CHANGES TO BE NOTED ABOVE
--------------------	--------------------	-----------------------------------

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: 6614C025

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("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

Description of Modification to Solicitation:

To reissue page 8 of the solicitation. The Commercial Liability box was inadvertently not checked, proof of insurance is necessary for this RFQ.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

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.

ATTACHMENT A

- BID BOND:** All Vendors shall furnish a 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 _____ . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- 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 issued and 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.

- 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.
- WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- Commercial General Liability Insurance:**
\$250,000.00 or more.
- Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

Note: Current Certificate of Liability Insurance and Worker's Compensation should be submitted with bid

Certificate Holder to Read:
Division of Highways

1900 Kanawha Blvd. East, Charleston, WV 25305.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6614C025

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 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.

Belmont Aggregates Inc.
Company

John S Kuh
Authorized Signature

1-31-14
Date



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Premium Payment

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

This certificate must be conspicuously posted.

Policy No. and Employer

Period Specified Below

1220859

07/01/2013 Thru 02/28/2014

BELMONT AGGREGATES INC
125 CARRIE ST
POWHATAN PT, OH 43942-1337



ohiobwc.com

Stephen Bucher
Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the certificate of premium payment.

DP-29 BWC-1629 7/7/08

RFQ No. 6614C025

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Belmont Aggregates, Inc.

Authorized Signature: John S Kish Date: 02/10/14

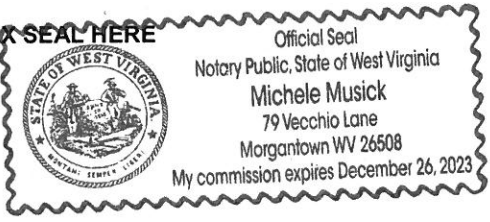
State of West Virginia

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 10th day of February, 2014.

My Commission expires 12/26/, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC

[Handwritten Signature]

Purchasing Affidavit (Revised 07/01/2012)

Rev. 07/12

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. Application is made for 2.5% resident vendor preference for the reason checked:

_____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

_____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

_____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

_____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

_____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

_____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

_____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

_____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

_____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Belmont Aggregates, Inc.

Signed: John S. Kish

Date: 02/10/14

Title: President