



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

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

Header

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 117342

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: 000000199783

SO Doc ID: DOT1600000032

Legal Name: FAIRFAX MATERIALS INC

Published Date: 10/1/15

Alias/DBA:

Close Date: 11/10/15

Total Bid: \$0.00

Close Time: 13:30

Response Date: 11/09/2015

Status: Closed

Response Time: 12:04

Solicitation Description: STONE, AGGREGATE & CNDRS - MAT & DEL BY VENDOR

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 117342

**Solicitation Description :** STONE, AGGREGATE & CINDERS - MAT & DEL BY VENDOR

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-11-10 13:30:00	SR 0803 ESR11091500000002108	1

**VENDOR**

000000199783  
 FAIRFAX MATERIALS INC

**FOR INFORMATION CONTACT THE BUYER**

Misty Delong  
 (304) 558-8802  
 misty.m.delong@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	STONE, AGGREGATE & CINDERS - MAT & DEL BY VENDOR	0.00000	TON	\$14.950000	\$0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description :** STONE, AGGREGATE & CINDERS - MAT & DEL BY VENDOR  
Enter pricing in attached pricing pages. If bidding online - enter the price of the first line that you are bidding into the WVOasis commodity line. The WVOasis commodity line will not be evaluated as part of the bid.



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

State of West Virginia  
 Request for Quotation  
 19 -- Highways

Proc Folder: 117342

Doc Description: STONE, AGGREGATE & CINDERS - MAT & DEL BY VENDOR

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-01	2015-11-10 13:30:00	CRFQ 0803 DOT1600000032	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

*FAIRFAX MATERIALS, INC.  
 8490 GARRETT HWY.  
 OAKLAND, MD 21550  
 301-334-8101*

**FOR INFORMATION CONTACT THE BUYER**

Misty DeLong  
 (304) 558-8802  
 misty.m.delong@wv.gov

Signature X

FEIN # 55-0167100

DATE 11/9/2015

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for various sizes and types of Stone, Aggregate and Cinders and the delivery of these items, by the Vendor, to established District locations throughout the State of West Virginia for use by the West Virginia Division of Highways.

This contract shall be F.O.B. Division's established Storage Sites ONLY, DELIVERY by the Vendor.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE, AGGREGATE & CINDERS - MAT & DEL BY VENDOR	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description :**

STONE, AGGREGATE & CINDERS - MAT & DEL BY VENDOR

Enter pricing in attached pricing pages. If bidding online - enter the price of the first line that you are bidding into the WVOasis commodity line. The WVOasis commodity line will not be evaluated as part of the bid.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due	2015-10-19

DOT1600000032	<b>Document Phase</b> Final	<b>Document Description</b> STONE, AGGREGATE & CINDERS - MAT & DEL BY VENDOR	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
  
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
  
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
  - A pre-bid meeting will not be held prior to bid opening.
  
  - A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:
  
  
  
  
  
  
  
  
  
  
  - A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.



All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: October 19, 2015

Submit Questions to: Misty Delong  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Misty.M.Delong@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus <sup>NA</sup> convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: November 10, 2015 at 1:30 PM, EST.  
Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. **"Agency"** or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. **"Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on Award and extends for a period of one year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 24 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
  - Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- 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 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 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.
- 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:** In the amount of \$1,000,000.00  
\_\_\_\_\_ or more.

- Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

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

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_ for \_\_\_\_\_. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

**30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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



**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

FAIRFAX MATERIALS, INC.  
(Company)

GARY A. HAWK, CONTROLLER  
(Authorized Signature) (Representative Name, Title)

301-334-8101 / 301-334-9381 11/9/2015  
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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 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.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

REQUEST FOR QUOTATION  
Stone, Aggregate and Cinders – Materials and Delivery by Vendor Only

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for various sizes and types of Stone, Aggregate and Cinders and the delivery of these items, by the Vendor, to established District locations throughout the State of West Virginia for use by the West Virginia Division of Highways.

This contract shall be F.O.B. Division's established Storage Sites ONLY, DELIVERY by the Vendor.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
- 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation.
- 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 “WVDOH”** used throughout this Solicitation means the West Virginia Division of Highways.
- 2.5 “AASHTO”** used throughout this Solicitation means American Association of State Highway and Transportation Officials. Reference: [www.transportation.org](http://www.transportation.org).
- 2.6 “Contractor” or “Vendor”** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Spec book edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
- 2.7 “Standard Specs”** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Spec book edition, as modified by all subsequent annual Supplemental Specifications.

REQUEST FOR QUOTATION  
Stone, Aggregate and Cinders – Materials and Delivery by Vendor Only

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**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed in Section 3.3 on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.2 Specifications** The following sections of the Standard Specs, 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, 109.20 and 401.9.3. Copies attached.

A complete hard copy of the Standard Specs may be obtained from:

West Virginia Division of Highways  
Contract Administration  
Building 5, Room 722  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305  
(Phone) 304-558-2885

A complete electronic copy of the Standard Specs may be obtained by sourcing:  
<http://www.transportation.wv.gov/highways/Contractadmin/specifications/2010StandSpec/Pages/default.aspx>

**3.3 Materials:**

<u>MATERIAL (NOTE1)</u>	<u>SPECIFICATION SECTION</u>
Fine Aggregate	702
Coarse Aggregate	703 (Note 4)
Riprap	704.2
Stone for Gabions	704.3
Shot Rock	704.8
Abrasives (Note 2)	Note 3 and Note 5
Aggregate for Base and Sub-base	704.6 (Note 5)
No. 8 Modified and No. 9 Modified	Note 3 and Note 4
No. 11 Limestone	Note 6
Quarry Waste	Note 7

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

REQUEST FOR QUOTATION  
Stone, Aggregate and Cinders – Materials and Delivery by Vendor Only

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NOTE 2: Abrasives shall conform to the following specifications:

A. Quality

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

B. Gradation

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

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

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

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

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

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

**REQUEST FOR QUOTATION**  
**Stone, Aggregate and Cinders – Materials and Delivery by Vendor Only**

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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 No. 4 (4.75 mm) sieve.

**C. Gradation**

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

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

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

**A. Quality**

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

**B. Gradation**

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

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

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

REQUEST FOR QUOTATION  
Stone, Aggregate and Cinders – Materials and Delivery by Vendor Only

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**3.4 Sampling and Testing:**

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

Other minimum frequencies shall be in accordance with the following:

<u>Property</u>	<u>Frequency</u>
Gradation - 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 - WVDOH 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. (A-2 Source) One sample per 250 tons shipped and a minimum of one per week shipment.
Moisture Content	See Note 2 below.

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

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

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

REQUEST FOR QUOTATION  
Stone, Aggregate and Cinders – Materials and Delivery by Vendor Only

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**3.5 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 WVDOH, on consecutive random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sub-lots). A sub-lot shall consist of the quantity of material represented by a single gradation test. In the case where only one sample is taken to represent the total quantity, the sub-lot and lot will be considered the same. Frequency of sampling and testing shall be in accordance with the Vendor's quality control plan outlined in MP 700.00.51. The Vendor shall provide the gradation test results to the WVDOH 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 non-conforming to the extent that the last of its sub-lots is non-conforming. When a lot of material is nonconforming, then the last sub-lot contained therein shall have its degree of non-conformance determined as set forth below.

When a sub-lot of material is to have its price adjusted, the percentage point difference between the non-conforming test value and the specification limit shall be determined for each sieve size determined to be non-conforming, and this value shall be multiplied by its appropriate multiplication factor as set forth in Table 1.

TABLE 1

<u>NONCONFORMING SIEVE SIZE</u>	<u>MULTIPLICATION FACTOR</u>
Plus No. 40	1
No. 40	1.5
No. 50	1.5
No. 100	2.0
	(1.3 for abrasives and cinders)
No. 20	2.5
1/2"	1
3/8"	1

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



**REQUEST FOR QUOTATION**  
**Stone, Aggregate and Cinders – Materials and Delivery by Vendor Only**

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When the total degree of non-conformance has been established and it is 12 or less, the material will be paid for at an adjusted contract price as specified in Table 2.

TABLE 2

<u>DEGREE OF NON-CONFORMANCE</u>	<u>PERCENT OF CONTRACT PRICE TO BE REDUCED</u>
1.0 TO 3.0	2
3.1 TO 5.0	4
5.1 TO 8.0	7
8.1 TO 12.0	11
Greater than 12	*

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

In the event a Vendor delivers a specific quantity of material from a stockpile, and said quantity is less than the total quantity contained in the stockpile and it has been determined from his certified test data that a non-conforming sub-lot(s) is contained in said stockpile, the price reduction shall be calculated for the specific quantity as follows:

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

Example: If it has been determined that a stockpile of 100 tons contains 10 percent failing material, and said material is to have its price reduced by 4 percent, then the actual quantity delivered, say 15 tons, will be multiplied by 0.10 (10 percent failing material) which equals 1.5 tons. These 1.5 tons will thus have its price reduced by 4 percent. The remaining 13.5 tons will be paid for at full contract price.

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

WHERE T = tonnage delivered  
P = percent price reduction

REQUEST FOR QUOTATION  
Stone, Aggregate and Cinders – Materials and Delivery by Vendor Only

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D = cost per ton  
Qn = quantity of non-conforming sub-lot(s)  
Qt = quantity of total stockpile

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

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

OR

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

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

**3.6 Weighing Materials Delivered by Modes  
Of Transportation Other than Trucks:**

Materials delivered to the designated site by barge, or other non-truck modes shall have their weight determined by a means acceptable to the WVDOH, 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 the order. When barge delivery is required Contract Items will be ordered in 1500 ton increments.

**3.7 Bid Instructions:**

Vendors shall complete the Information Attachment form by providing the Vendor's Source Information. Vendors may bid any or all items on the Pricing Pages.

REQUEST FOR QUOTATION  
Stone, Aggregate and Cinders – Materials and Delivery by Vendor Only

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**3.7.1** Information Attachment form Vendor's Source Information:

The Vendor **shall** provide the information requested for Limestone, Sandstone, Gravel, Sand, Blast Furnace Slag and Steel Slag as:

- a) Source of Material
- b) Exact Location of Vendor's Storage Site(s).

The Vendor **shall** provide the information requested for Cinders:

- c) Source of Material
- d) Exact Location of Vendor's Storage Site(s), **only if** the Vendor is providing Cinders to the WVDOH on this contract.

Failure to provide the required information **shall** disqualify this Storage Site(s) as a source for the items being bid.

**3.7.2** The Pricing Page shall be F.O.B. Division's established District Storage Site(s), Applicable Contract Items A-W and AA per District, per location.

**A Vendor may submit more than one Vendor's Storage Sites information on one Information Attachment form ONLY if bid pricing is the SAME for all Storage Sites and all WVDOH locations bid. A separate bid submission and Information Attachment form MUST be submitted when bid price varies between Vendor's Storage Sites.**

Vendor's bid will be disqualified if both documents are not submitted with their bid packet.

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. Qualified vendors will be awarded a Contract on Pricing Page F.O.B. Division's established Storage Site to determine a unit price for those locations and items for which their bid is low based on cost, per cubic yard.

Bids submitted will be evaluated by the WVDOH on the basis of cost per cubic yard F.O.B. Division's established Storage Site. Cost per cubic yard will be determined by multiplying the Vendor's per ton bid price in dollars by a "Tons per Cubic Yard Factor" which is listed in the following table:

**REQUEST FOR QUOTATION**  
**Stone, Aggregate and Cinders – Materials and Delivery by Vendor Only**

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Aggregate – Tons per Cubic Yard Factors

Item	Type of Material (Numbers in parenthesis are pounds per cubic yard.)				
	Limestone	Sandstone	Gravel	Blast Furnace Slag	Steel Slag
Class 1, 2, 9, 10	1.46 (2920)	1.46 (2920)	1.46 (2920)	1.36 (2720)	1.81 (3620)
AASHTO sizes No. 1 thru No. 7	1.30 (2600)	1.30 (2600)	1.30 (2600)	1.04 (2080)	1.61 (3220)
AASHTO sizes No. 8 thru No. 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)	----	----
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)
Rip Rap/Shot Rock	1.31 (2620)	1.31 (2620)	----	----	----

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

REQUEST FOR QUOTATION  
Stone, Aggregate and Cinders – Materials and Delivery by Vendor Only

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- 4.2 Pricing Pages:** Vendor shall complete the Pricing Pages per instructions in section 3.7, Bid Instructions.

The Pricing Pages contain a list of Contract Items along with estimated purchase volume F.O.B. Division's established Storage Site. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages, through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Misty.M.Delong@wv.gov](mailto:Misty.M.Delong@wv.gov).

- 4.3 Contract award transition:** Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Maintenance Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Maintenance Division to the Districts and Vendors, any Delivery Order issued toward the 2015 Spring/Summer Contracts shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Delivery Order that has not been completely filled by the Vendors from the 2015 Spring/Summer Contracts shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from the 2015 Spring/Summer Contracts should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

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

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

REQUEST FOR QUOTATION  
Stone, Aggregate and Cinders – Materials and Delivery by Vendor Only

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**5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders according to the established acceptable delivery date agreed to on the order. Vendor shall deliver emergency 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.

REQUEST FOR QUOTATION  
Stone, Aggregate and Cinders – Materials and Delivery by Vendor Only

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

**7. VENDOR DEFAULT:**

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

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

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

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

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

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

**7.2.1** Immediate cancellation of the Contract.

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

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

**8. MISCELLANEOUS:**

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

**8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid,

REQUEST FOR QUOTATION  
Stone, Aggregate and Cinders – Materials and Delivery by Vendor Only

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Vendor certifies that it can supply the Contract Items contained in its bid response.

- 8.3 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.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: GARY A. HAWK  
Telephone Number: 301-334-8101  
Fax Number: 301-334-9381  
Email Address: GARY@FMI-US.COM





F.O.B. Division's Storage Site - **DISTRICT 4**

**2015/2016**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>PRESTON COUNTY</u>						
A	Class 1	2000	Aurora	14.95		
B	Class 2	5000	Aurora	14.95		
D	AASHTO #1	2000	Aurora			
G	AASHTO #467	3000	Aurora			
H	AASHTO #57	3000	Aurora	16.95		
K	AASHTO #8	2000	Aurora	16.20		
L	AASHTO #9	6000	Aurora	30.00		
M	Gabion Stone	500	Aurora	18.65		
N	Fine Aggregate	6000	Aurora			
OA	Limestone Std Abr.	6000	Aurora	17.00		
OB	Sandstone Std Abr.	6000	Aurora			
PA	Limestone Mod Abr.	6000	Aurora	21.00		
PB	Sandstone Mod Abr.	6000	Aurora			
R	Shot Rock	500	Aurora	15.75		
W	Quarry Waste	100	Aurora	15.50		

PRESTON COUNTY

A	Class 1	3000	Bruceton Mills			
B	Class 2	5000	Bruceton Mills			
D	AASHTO #1	2000	Bruceton Mills			
G	AASHTO #467	3000	Bruceton Mills			
H	AASHTO #57	4000	Bruceton Mills			
K	AASHTO #8	2000	Bruceton Mills			
L	AASHTO #9	6000	Bruceton Mills			
M	Gabion Stone	500	Bruceton Mills			
N	Fine Aggregate	6000	Bruceton Mills			
OA	Limestone Std Abr.	6000	Bruceton Mills			
OB	Sandstone Std Abr.	6000	Bruceton Mills			
PA	Limestone Mod Abr.	6000	Bruceton Mills			
PB	Sandstone Mod Abr.	6000	Bruceton Mills			
R	Shot Rock	500	Bruceton Mills			
W	Quarry Waste	100	Bruceton Mills			

PRESTON COUNTY

A	Class 1	1000	Coopers Rock I-68			
K	AASHTO #8	3000	Coopers Rock I-68			
L	AASHTO #9	3000	Coopers Rock I-68			
M	Gabion Stone	500	Coopers Rock I-68			
OA	Limestone Std Abr.	3000	Coopers Rock I-68			
OB	Sandstone Std Abr.	3000	Coopers Rock I-68			
PA	Limestone Mod Abr.	3000	Coopers Rock I-68			
PB	Sandstone Mod Abr.	3000	Coopers Rock I-68			
R	Shot Rock	500	Coopers Rock I-68			

F.O.B. Division's Storage Site - **DISTRICT 4**

**2015/2016**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>PRESTON COUNTY</u>						
A	Class 1	2000	Terra Alta	15.75		
B	Class 2	5000	Terra Alta	15.75		
D	AASHTO #1	1000	Terra Alta			
G	AASHTO #467	3000	Terra Alta			
H	AASHTO #57	4000	Terra Alta	18.25		
K	AASHTO #8	2000	Terra Alta	16.50		
L	AASHTO #9	6000	Terra Alta	27.00		
M	Gabion Stone	500	Terra Alta	20.50		
N	Fine Aggregate	6000	Terra Alta			
OA	Limestone Std Abr.	6000	Terra Alta	22.50		
OB	Sandstone Std Abr.	6000	Terra Alta			
PA	Limestone Mod Abr.	6000	Terra Alta	25.00		
PB	Sandstone Mod Abr.	6000	Terra Alta			
R	Shot Rock	500	Terra Alta	19.30		
W	Quarry Waste	100	Terra Alta	15.75		

TAYLOR COUNTY

A	Class 1	1000	Pruntytown			
B	Class 2	5000	Pruntytown			
D	AASHTO #1	1000	Pruntytown			
G	AASHTO #467	1000	Pruntytown			
H	AASHTO #57	3000	Pruntytown			
K	AASHTO #8	6000	Pruntytown			
L	AASHTO #9	6000	Pruntytown			
M	Gabion Stone	500	Pruntytown			
N	Fine Aggregate	6000	Pruntytown			
OA	Limestone Std Abr.	6000	Pruntytown			
OB	Sandstone Std Abr.	6000	Pruntytown			
PA	Limestone Mod Abr.	6000	Pruntytown			
PB	Sandstone Mod Abr.	6000	Pruntytown			
R	Shot Rock	500	Pruntytown			
W	Quarry Waste	100	Pruntytown			

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

**2015/2016**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG

BERKELEY COUNTY

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	3000	Martinsburg			
B	Class 2	3000	Martinsburg			
C	Class 10	1000	Martinsburg			
E	AASHTO #3	3000	Martinsburg			
H	AASHTO #57	3500	Martinsburg			
J	AASHTO #7	3000	Martinsburg			
L	AASHTO #9	1000	Martinsburg			
M	Gabion Stone	500	Martinsburg			
N	Fine Aggregate	500	Martinsburg			
OA	Limestone Std Abr.	4500	Martinsburg			
OB	Sandstone Std Abr.	4500	Martinsburg			
PA	Limestone Mod Abr.	4500	Martinsburg			
PB	Sandstone Mod Abr.	4500	Martinsburg			
Q	Riprap	500	Martinsburg			
R	Shot Rock	2000	Martinsburg			
S	AASHTO #8M	5000	Martinsburg			
T	AASHTO #9M	1000	Martinsburg			
W	Quarry Waste	500	Martinsburg			

GRANT COUNTY

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	3500	Petersburg	10.25		
B	Class 2	3500	Petersburg	10.25		
C	Class 10	1000	Petersburg	10.25		
E	AASHTO #3	500	Petersburg			
J	AASHTO #7	2500	Petersburg			
K	AASHTO #8	2500	Petersburg	18.00		
M	Gabion Stone	500	Petersburg	11.95		
OA	Limestone Std Abr.	2000	Petersburg	15.15		
OB	Sandstone Std Abr.	2000	Petersburg			
PA	Limestone Mod Abr.	2000	Petersburg	15.00		
PB	Sandstone Mod Abr.	2000	Petersburg			
Q	Riprap	500	Petersburg	23.00		
R	Shot Rock	2000	Petersburg	15.50		
S	AASHTO #8M	3000	Petersburg	18.00		
T	AASHTO #9M	750	Petersburg	21.10		
W	Quarry Waste	500	Petersburg	9.90		

F.O.B. Division's Storage Site - **DISTRICT 5****2015/2016**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>GRANT COUNTY</u>						
A	Class 1	3500	Mt. Storm	15.00		
B	Class 2	3500	Mt. Storm	15.00		
C	Class 10	1000	Mt. Storm	15.00		
J	AASHTO #7	2500	Mt. Storm			
K	AASHTO #8	1000	Mt. Storm	17.75		
OA	Limestone Std Abr.	2000	Mt. Storm	17.75		
OB	Sandstone Std Abr.	2000	Mt. Storm			
PA	Limestone Mod Abr.	2000	Mt. Storm	16.75		
PB	Sandstone Mod Abr.	2000	Mt. Storm			
Q	Riprap	500	Mt. Storm	19.75		
R	Shot Rock	2000	Mt. Storm	15.75		
S	AASHTO #8M	3000	Mt. Storm	16.75		
T	AASHTO #9M	250	Mt. Storm	21.60		

HAMPSHIRE COUNTY

B	Class 2	3000	Capon Bridge	18.05		
J	AASHTO #7	1500	Capon Bridge			
M	Gabion Stone	250	Capon Bridge	29.65		
OA	Limestone Std Abr.	2000	Capon Bridge	19.35		
OB	Sandstone Std Abr.	2000	Capon Bridge			
PA	Limestone Mod Abr.	2000	Capon Bridge	19.35		
PB	Sandstone Mod Abr.	2000	Capon Bridge			
Q	Riprap	250	Capon Bridge	22.75		
S	AASHTO #8M	1000	Capon Bridge	18.65		

HAMPSHIRE COUNTY

B	Class 2	3000	Slanesville	16.30		
J	AASHTO #7	1500	Slanesville			
M	Gabion Stone	250	Slanesville	26.00		
PB	Sandstone Mod Abr.	2000	Slanesville			
S	AASHTO #8M	1500	Slanesville	20.15		

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

**2015/2016**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>HAMPSHIRE COUNTY</u>						
B	Class 2	3000	Romney	16.50		
E	AASHTO #3	1000	Romney			
J	AASHTO #7	3000	Romney			
K	AASHTO #8	1000	Romney	19.00		
M	Gabion Stone	500	Romney	23.05		
OA	Limestone Std Abr.	3000	Romney	16.70		
OB	Sandstone Std Abr.	3000	Romney			
PA	Limestone Mod Abr.	3000	Romney	17.05		
PB	Sandstone Mod Abr.	3000	Romney			
Q	Riprap	500	Romney	23.75		
S	AASHTO #8M	1800	Romney	20.90		
W	Quarry Waste	500	Romney	15.75		

HARDY COUNTY

A	Class 1	1000	Baker	15.00		
B	Class 2	2500	Baker	15.00		
C	Class 10	1000	Baker	15.00		
E	AASHTO #3	100	Baker			
H	AASHTO #57	500	Baker	18.50		
J	AASHTO #7	2500	Baker			
L	AASHTO #9	1500	Baker	22.90		
M	Gabion Stone	500	Baker	18.50		
OA	Limestone Std Abr.	5000	Baker	18.95		
OB	Sandstone Std Abr.	5000	Baker			
PA	Limestone Mod Abr.	5000	Baker	16.50		
PB	Sandstone Mod Abr.	5000	Baker			
Q	Riprap	500	Baker	25.50		
R	Shot Rock	500	Baker	18.00		
S	AASHTO #8M	4000	Baker	16.50		

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

**2015/2016**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>HARDY COUNTY</u>						
A	Class 1	1000	Moorefield	13.70		
B	Class 2	2000	Moorefield	13.70		
C	Class 10	1000	Moorefield	13.70		
E	AASHTO #3	500	Moorefield			
H	AASHTO #57	500	Moorefield	20.75		
J	AASHTO #7	2000	Moorefield			
L	AASHTO #9	1500	Moorefield	21.10		
M	Gabion Stone	500	Moorefield	16.96		
OA	Limestone Std Abr.	4000	Moorefield	21.00		
OB	Sandstone Std Abr.	4000	Moorefield			
PA	Limestone Mod Abr.	4000	Moorefield	16.25		
PB	Sandstone Mod Abr.	4000	Moorefield			
Q	Riprap	500	Moorefield	21.50		
R	Shot Rock	500	Moorefield	17.25		
S	AASHTO #8M	2000	Moorefield	16.50		
W	Quarry Waste	500	Moorefield	11.95		

JEFFERSON COUNTY

A	Class 1	4000	Charles Town			
B	Class 2	4000	Charles Town			
C	Class 10	1000	Charles Town			
E	AASHTO #3	1000	Charles Town			
H	AASHTO #57	1000	Charles Town			
J	AASHTO #7	3000	Charles Town			
M	Gabion Stone	1500	Charles Town			
OA	Limestone Std Abr.	1500	Charles Town			
OB	Sandstone Std Abr.	1500	Charles Town			
PA	Limestone Mod Abr.	1500	Charles Town			
PB	Sandstone Mod Abr.	1500	Charles Town			
Q	Riprap	1500	Charles Town			
R	Shot Rock	1500	Charles Town			
S	AASHTO #8M	4000	Charles Town			
T	AASHTO #9M	2000	Charles Town			
W	Quarry Waste	500	Charles Town			

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

**2015/2016**

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

MINERAL COUNTY

				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
Q	Riprap	3000	Burlington	22.75		

MINERAL COUNTY

A	Class 1	1000	New Creek	16.45		
B	Class 2	2000	New Creek	16.45		
C	Class 10	1000	New Creek	16.45		
E	AASHTO #3	1000	New Creek			
J	AASHTO #7	3500	New Creek			
K	AASHTO #8	3000	New Creek	19.95		
L	AASHTO #9	500	New Creek	21.50		
M	Gabion Stone	500	New Creek	22.45		
OA	Limestone Std Abr.	2500	New Creek	16.95		
OB	Sandstone Std Abr.	2500	New Creek			
PA	Limestone Mod Abr.	2500	New Creek	17.45		
PB	Sandstone Mod Abr.	2500	New Creek			
Q	Riprap	500	New Creek	22.50		
R	Shot Rock	500	New Creek	11.85		
S	AASHTO #8M	3000	New Creek	20.45		
T	AASHTO #9M	1500	New Creek	23.00		
W	Quarry Waste	500	New Creek	12.40		

MINERAL COUNTY

A	Class 1	1500	Short Gap			
B	Class 2	1000	Short Gap			
C	Class 10	1000	Short Gap			
J	AASHTO #7	1000	Short Gap			
K	AASHTO #8	1000	Short Gap			
M	Gabion Stone	500	Short Gap			
OA	Limestone Std Abr.	1500	Short Gap			
OB	Sandstone Std Abr.	1500	Short Gap			
PA	Limestone Mod Abr.	1500	Short Gap			
PB	Sandstone Mod Abr.	1500	Short Gap			
Q	Riprap	500	Short Gap			
R	Shot Rock	500	Short Gap			
S	AASHTO #8M	1500	Short Gap			



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

**2015/2016**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>MINERAL COUNTY</u>						
A	Class 1	1500	Skyline	16.95		
B	Class 2	2000	Skyline	16.95		
C	Class 10	1000	Skyline	16.95		
J	AASHTO #7	1500	Skyline			
K	AASHTO #8	1000	Skyline	19.00		
M	Gabion Stone	500	Skyline	20.00		
OA	Limestone Std Abr.	2000	Skyline	18.25		
OB	Sandstone Std Abr.	2000	Skyline			
PA	Limestone Mod Abr.	2000	Skyline	19.00		
PB	Sandstone Mod Abr.	2000	Skyline			
Q	Riprap	500	Skyline	24.50		
R	Shot Rock	500	Skyline	16.25		
S	AASHTO #8M	1500	Skyline	19.00		

MORGAN COUNTY

A	Class 1	2000	Berkeley Springs			
B	Class 2	2500	Berkeley Springs			
C	Class 10	1000	Berkeley Springs			
E	AASHTO #3	500	Berkeley Springs			
H	AASHTO #57	500	Berkeley Springs			
J	AASHTO #7	2500	Berkeley Springs			
K	AASHTO #8	2000	Berkeley Springs			
OA	Limestone Std Abr.	1500	Berkeley Springs			
OB	Sandstone Std Abr.	1500	Berkeley Springs			
PA	Limestone Mod Abr.	1500	Berkeley Springs			
PB	Sandstone Mod Abr.	1500	Berkeley Springs			
Q	Riprap	500	Berkeley Springs			
R	Shot Rock	500	Berkeley Springs			
S	AASHTO #8M	2500	Berkeley Springs			
T	AASHTO #9M	750	Berkeley Springs			
W	Quarry Waste	500	Berkeley Springs			

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

**2015/2016**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>MORGAN COUNTY</u>						
A	Class 1	1000	Largent - SR 9			
B	Class 2	1000	Largent - SR 9			
C	Class 10	1000	Largent - SR 9			
J	AASHTO #7	1000	Largent - SR 9			
K	AASHTO #8	1000	Largent - SR 9			
M	Gabion Stone	500	Largent - SR 9			
OA	Limestone Std Abr.	1000	Largent - SR 9			
OB	Sandstone Std Abr.	1000	Largent - SR 9			
PA	Limestone Mod Abr.	1000	Largent - SR 9			
PB	Sandstone Mod Abr.	1000	Largent - SR 9			
Q	Riprap	500	Largent - SR 9			
R	Shot Rock	500	Largent - SR 9			
S	AASHTO #8M	1000	Largent - SR 9			

MORGAN COUNTY

B	Class 2	500	Largent - CR 9/14			
C	Class 10	1000	Largent - CR 9/14			
J	AASHTO #7	500	Largent - CR 9/14			
K	AASHTO #8	500	Largent - CR 9/14			
M	Gabion Stone	500	Largent - CR 9/14			

F.O.B. Division's Storage Site - **DISTRICT 8**

**2015/2016**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>PENDLETON COUNTY</u>						
A	Class 1	1000	Brandywine	17.00		
B	Class 2	450	Brandywine	17.00		
I	AASHTO #67	500	Brandywine	24.35		
K	AASHTO #8	1000	Brandywine	21.00		
L	AASHTO #9	1000	Brandywine	26.50		
OA	Limestone Std Abr.	2000	Brandywine	20.00		
OB	Sandstone Std Abr.	2000	Brandywine			
PA	Limestone Mod Abr.	1600	Brandywine	21.00		
PB	Sandstone Mod Abr.	1600	Brandywine			

PENDLETON COUNTY

A	Class 1	2500	Franklin - US 220N	17.00		
B	Class 2	2700	Franklin - US 220N	17.00		
D	AASHTO #1	1000	Franklin - US 220N			
H	AASHTO #57	1000	Franklin - US 220N	19.50		
I	AASHTO #67	1000	Franklin - US 220N	21.50		
K	AASHTO #8	950	Franklin - US 220N	23.25		
L	AASHTO #9	2000	Franklin - US 220N	24.80		
M	Gabion Stone	135	Franklin - US 220N	23.00		
OA	Limestone Std Abr.	2400	Franklin - US 220N	23.25		
OB	Sandstone Std Abr.	2400	Franklin - US 220N			
PA	Limestone Mod Abr.	4400	Franklin - US 220N	23.25		
PB	Sandstone Mod Abr.	4400	Franklin - US 220N			

PENDLETON COUNTY

A	Class 1	275	Franklin - US 220S	19.75		
B	Class 2	1160	Franklin - US 220S	19.75		
D	AASHTO #1	1000	Franklin - US 220S			
H	AASHTO #57	500	Franklin - US 220S	24.50		
I	AASHTO #67	500	Franklin - US 220S	24.50		
K	AASHTO #8	700	Franklin - US 220S	26.50		
L	AASHTO #9	2000	Franklin - US 220S	27.50		
M	Gabion Stone	500	Franklin - US 220S	27.60		
OA	Limestone Std Abr.	2400	Franklin - US 220S	26.50		
OB	Sandstone Std Abr.	2400	Franklin - US 220S			
PA	Limestone Mod Abr.	1300	Franklin - US 220S	24.50		
PB	Sandstone Mod Abr.	1300	Franklin - US 220S			

F.O.B. Division's Storage Site - **DISTRICT 8**

**2015/2016**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>PENDLETON COUNTY</u>						
A	Class 1	1000	Judy Gap	19.25		
B	Class 2	1000	Judy Gap	19.25		
I	AASHTO #67	500	Judy Gap	21.25		
K	AASHTO #8	1000	Judy Gap	25.00		
L	AASHTO #9	1000	Judy Gap	26.00		
OA	Limestone Std Abr.	4000	Judy Gap	23.25		
OB	Sandstone Std Abr.	4000	Judy Gap			
PA	Limestone Mod Abr.	3300	Judy Gap	23.25		
PB	Sandstone Mod Abr.	3300	Judy Gap			

PENDLETON COUNTY

A	Class 1	1000	Onego	18.50		
B	Class 2	1000	Onego	18.50		
I	AASHTO #67	500	Onego	24.50		
K	AASHTO #8	1000	Onego	20.00		
L	AASHTO #9	1000	Onego	25.00		
OA	Limestone Std Abr.	3000	Onego	20.00		
OB	Sandstone Std Abr.	3000	Onego			
PA	Limestone Mod Abr.	2200	Onego	20.00		
PB	Sandstone Mod Abr.	2200	Onego			

POCAHONTAS COUNTY

A	Class 1	1500	Green Bank			
B	Class 2	2500	Green Bank			
I	AASHTO #67	300	Green Bank			
K	AASHTO #8	2000	Green Bank			
L	AASHTO #9	500	Green Bank			
OA	Limestone Std Abr.	2000	Green Bank			
OB	Sandstone Std Abr.	2000	Green Bank			
PA	Limestone Mod Abr.	1500	Green Bank			
PB	Sandstone Mod Abr.	1500	Green Bank			

POCAHONTAS COUNTY

A	Class 1	1500	Hillsboro			
B	Class 2	5000	Hillsboro			
I	AASHTO #67	1000	Hillsboro			
L	AASHTO #9	1000	Hillsboro			
OA	Limestone Std Abr.	1000	Hillsboro			
OB	Sandstone Std Abr.	1000	Hillsboro			

F.O.B. Division's Storage Site - **DISTRICT 8**

**2015/2016**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>POCAHONTAS COUNTY</u>						
B	Class 2	1000	Linwood			
K	AASHTO #8	1000	Linwood			
L	AASHTO #9	500	Linwood			
OA	Limestone Std Abr.	2500	Linwood			
OB	Sandstone Std Abr.	2500	Linwood			
PA	Limestone Mod Abr.	2500	Linwood			
PB	Sandstone Mod Abr.	2500	Linwood			

POCAHONTAS COUNTY

A	Class 1	3000	Marlington			
B	Class 2	5000	Marlington			
I	AASHTO #67	1000	Marlington			
K	AASHTO #8	6000	Marlington			
L	AASHTO #9	1000	Marlington			
OA	Limestone Std Abr.	2000	Marlington			
OB	Sandstone Std Abr.	2000	Marlington			
PA	Limestone Mod Abr.	3000	Marlington			
PB	Sandstone Mod Abr.	3000	Marlington			

POCAHONTAS COUNTY

I	AASHTO #67	300	Seebert			
K	AASHTO #8	2000	Seebert			
OA	Limestone Std Abr.	4000	Seebert			
OB	Sandstone Std Abr.	4000	Seebert			
PA	Limestone Mod Abr.	4000	Seebert			
PB	Sandstone Mod Abr.	4000	Seebert			

POCAHONTAS COUNTY

A	Class 1	1500	Thornwood			
B	Class 2	1000	Thornwood			
K	AASHTO #8	1000	Thornwood			
OA	Limestone Std Abr.	2000	Thornwood			
OB	Sandstone Std Abr.	2000	Thornwood			
PA	Limestone Mod Abr.	4000	Thornwood			
PB	Sandstone Mod Abr.	4000	Thornwood			

RANDOLPH COUNTY

A	Class 1	500	Coalton			
B	Class 2	500	Coalton			
I	AASHTO #67	500	Coalton			
K	AASHTO #8	3000	Coalton			
L	AASHTO #9	2000	Coalton			

F.O.B. Division's Storage Site - **DISTRICT 8**

**2015/2016**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>RANDOLPH COUNTY</u>						
A	Class 1	1000	Elkins			
B	Class 2	1000	Elkins			
I	AASHTO #67	500	Elkins			
K	AASHTO #8	3500	Elkins			
L	AASHTO #9	6000	Elkins			

RANDOLPH COUNTY

A	Class 1	100	Harman			
B	Class 2	1000	Harman			
I	AASHTO #67	500	Harman			
K	AASHTO #8	4000	Harman			

RANDOLPH COUNTY

A	Class 1	1000	Mill Creek			
B	Class 2	1000	Mill Creek			
I	AASHTO #67	500	Mill Creek			
K	AASHTO #8	5000	Mill Creek			
L	AASHTO #9	500	Mill Creek			

RANDOLPH COUNTY

A	Class 1	1500	Pickens			
B	Class 2	1500	Pickens			
I	AASHTO #67	1000	Pickens			
K	AASHTO #8	2000	Pickens			

RANDOLPH COUNTY

A	Class 1	1000	Valley Head			
B	Class 2	1000	Valley Head			
I	AASHTO #67	1000	Valley Head			
K	AASHTO #8	3500	Valley Head			

RANDOLPH COUNTY

A	Class 1	1000	Cor. H Headqrts - US 219			
B	Class 2	500	Cor. H Headqrts - US 219			
I	AASHTO #67	500	Cor. H Headqrts - US 219			
K	AASHTO #8	500	Cor. H Headqrts - US 219			
L	AASHTO #9	1500	Cor. H Headqrts - US 219			

F.O.B. Division's Storage Site - **DISTRICT 8**

**2015/2016**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>TUCKER COUNTY</u>						
A	Class 1	2000	Parsons	17.95		
B	Class 2	4000	Parsons	17.95		
K	AASHTO #8	6000	Parsons	22.75		
L	AASHTO #9	1200	Parsons	25.00		

TUCKER COUNTY

A	Class 1	1300	Thomas	16.50		
B	Class 2	1500	Thomas	16.50		
K	AASHTO #8	6000	Thomas	18.50		

TUCKER COUNTY

K	AASHTO #8	2500	Canaan Valley Park	19.75		
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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: FAIRFAX MATERIALS, INC.

Authorized Signature: [Signature] Date: 11/9/2015

State of West Virginia

County of Preston, to-wit:

Taken, subscribed, and sworn to before me this 9th day of November, 20 15.

My Commission expires March 17, 20 19.

**AFFIX SEAL HERE**

NOTARY PUBLIC M. Rosalie Winters





Client#: 32334

LAURSAN

ACORD<sub>TM</sub>

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2014

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

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

PRODUCER: CBIZ Insurance Svcs., Inc. 44 Baltimore Street, Cumberland, MD 21502, 301 777-1500. CONTACT NAME: Kimberly Smith, PHONE: 301 777-1500, FAX: 855-288-6106, E-MAIL: ksmith@cbiz.com. INSURER(S) AFFORDING COVERAGE: TRAVELERS PROPERTY CASUALTY CO (NAIC # 25674), ROCKWOOD CASUALTY INSURANCE CO (NAIC # 35505).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more spaces required)
\*\* Workers Comp Information \*\*
Voluntary Compensation ; Other States Coverage
WORKERS COMPENSATION BROAD FORM ENDORSEMENT - WV Location #-2
Form# WC990301 Edt Date: 06/01/10 Lmt-1,000,000 Lmt-1,000,000
Lmt-1,000,000
Vendor No. 709034918

CERTIFICATE HOLDER: Division of Highways, 1900 Kanawha Boulevard, Charleston, WV 25305. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>DODDRIDGE COUNTY</u>						
A	Class 1	6000	Smithburg			
B	Class 2	2000	Smithburg			
D	AASHTO #1	4000	Smithburg			
E	AASHTO #3	4000	Smithburg			
G	AASHTO #467	3000	Smithburg			
H	AASHTO #57	3000	Smithburg			
K	AASHTO #8	6000	Smithburg			
L	AASHTO #9	4000	Smithburg			
M	Gabion Stone	2500	Smithburg			
N	Fine Aggregate	4000	Smithburg			
OA	Limestone Std Abr.	4000	Smithburg			
OB	Sandstone Std Abr.	4000	Smithburg			
PA	Limestone Mod Abr.	4000	Smithburg			
PB	Sandstone Mod Abr.	4000	Smithburg			
R	Shot Rock	1500	Smithburg			
W	Quarry Waste	100	Smithburg			

HARRISON COUNTY

A	Class 1	18000	Gore			
B	Class 2	4000	Gore			
D	AASHTO #1	2000	Gore			
E	AASHTO #3	5000	Gore			
G	AASHTO #467	4000	Gore			
H	AASHTO #57	8000	Gore			
K	AASHTO #8	8000	Gore			
L	AASHTO #9	4000	Gore			
M	Gabion Stone	4000	Gore			
OA	Limestone Std Abr.	4000	Gore			
OB	Sandstone Std Abr.	4000	Gore			
PA	Limestone Mod Abr.	4000	Gore			
PB	Sandstone Mod Abr.	4000	Gore			
Q	RipRap	2000	Gore			
R	Shot Rock	500	Gore			
W	Quarry Waste	100	Gore			

HARRISON COUNTY

A	Class 1	1000	Saltwell I-79			
K	AASHTO #8	3000	Saltwell I-79			
L	AASHTO #9	2000	Saltwell I-79			
R	Shot Rock	500	Saltwell I-79			

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>HARRISON COUNTY</u>						
A	Class 1	1000	Lost Creek I-79			
K	AASHTO #8	3000	Lost Creek I-79			
L	AASHTO #9	3000	Lost Creek I-79			
M	Gabion Stone	500	Lost Creek I-79			
OA	Limestone Std Abr.	3000	Lost Creek I-79			
OB	Sandstone Std Abr.	3000	Lost Creek I-79			
PA	Limestone Mod Abr.	3000	Lost Creek I-79			
PB	Sandstone Mod Abr.	3000	Lost Creek I-79			
R	Shot Rock	500	Lost Creek I-79			

HARRISON COUNTY

A	Class 1	1000	Tunnel Hill US 50			
K	AASHTO #8	3000	Tunnel Hill US 50			
L	AASHTO #9	2000	Tunnel Hill US 50			
M	Gabion Stone	500	Tunnel Hill US 50			
N	Fine Aggregate	2000	Tunnel Hill US 50			
OA	Limestone Std Abr.	2000	Tunnel Hill US 50			
OB	Sandstone Std Abr.	2000	Tunnel Hill US 50			
PA	Limestone Mod Abr.	2000	Tunnel Hill US 50			
PB	Sandstone Mod Abr.	2000	Tunnel Hill US 50			
R	Shot Rock	500	Tunnel Hill US 50			

MARION COUNTY

A	Class 1	1000	Fairmont			
B	Class 2	8000	Fairmont			
D	AASHTO #1	2000	Fairmont			
E	AASHTO #3	2000	Fairmont			
G	AASHTO #467	2000	Fairmont			
H	AASHTO #57	1000	Fairmont			
K	AASHTO #8	5000	Fairmont			
L	AASHTO #9	4000	Fairmont			
M	Gabion Stone	1000	Fairmont			
N	Fine Aggregate	4000	Fairmont			
OA	Limestone Std Abr.	4000	Fairmont			
OB	Sandstone Std Abr.	4000	Fairmont			
PA	Limestone Mod Abr.	4000	Fairmont			
PB	Sandstone Mod Abr.	4000	Fairmont			
R	Shot Rock	500	Fairmont			
W	Quarry Waste	100	Fairmont			

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>MARION COUNTY</u>						
A	Class 1	1000	Mannington			
B	Class 2	6000	Mannington			
D	AASHTO #1	1000	Mannington			
G	AASHTO #467	1000	Mannington			
H	AASHTO #57	3000	Mannington			
K	AASHTO #8	3000	Mannington			
L	AASHTO #9	3000	Mannington			
M	Gabion Stone	500	Mannington			
N	Fine Aggregate	3000	Mannington			
OA	Limestone Std Abr.	3000	Mannington			
OB	Sandstone Std Abr.	3000	Mannington			
PA	Limestone Mod Abr.	3000	Mannington			
PB	Sandstone Mod Abr.	3000	Mannington			
R	Shot Rock	500	Mannington			
W	Quarry Waste	100	Mannington			

MONONGALIA COUNTY

A	Class 1	1000	Goshen Road			
K	AASHTO #8	3000	Goshen Road			
L	AASHTO #9	1000	Goshen Road			
M	Gabion Stone	500	Goshen Road			
N	Fine Aggregate	1000	Goshen Road			
OA	Limestone Std Abr.	1000	Goshen Road			
OB	Sandstone Std Abr.	1000	Goshen Road			
PA	Limestone Mod Abr.	1000	Goshen Road			
PB	Sandstone Mod Abr.	1000	Goshen Road			
R	Shot Rock	500	Goshen Road			

MONONGALIA COUNTY

A	Class 1	4000	Pentress			
B	Class 2	2000	Pentress			
D	AASHTO #1	2000	Pentress			
G	AASHTO #467	4000	Pentress			
H	AASHTO #57	1000	Pentress			
K	AASHTO #8	3000	Pentress			
L	AASHTO #9	3000	Pentress			
M	Gabion Stone	1000	Pentress			
N	Fine Aggregate	3000	Pentress			
OA	Limestone Std Abr.	3000	Pentress			
OB	Sandstone Std Abr.	3000	Pentress			
PA	Limestone Mod Abr.	3000	Pentress			
PB	Sandstone Mod Abr.	3000	Pentress			
R	Shot Rock	500	Pentress			
S	AASHTO #8M	2000	Pentress			
W	Quarry Waste	100	Pentress			

F.O.B. Division's Storage Site - **DISTRICT 4**

**2015/2016**

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

MONONGALIA COUNTY

				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	5000	Ridgedale - US 119S			
B	Class 2	3000	Ridgedale - US 119S			
D	AASHTO #1	1500	Ridgedale - US 119S			
G	AASHTO #467	2000	Ridgedale - US 119S			
H	AASHTO #57	2000	Ridgedale - US 119S			
K	AASHTO #8	3500	Ridgedale - US 119S			
L	AASHTO #9	500	Ridgedale - US 119S			
M	Gabion Stone	2000	Ridgedale - US 119S			
N	Fine Aggregate	3000	Ridgedale - US 119S			
OA	Limestone Std Abr.	3000	Ridgedale - US 119S			
OB	Sandstone Std Abr.	3000	Ridgedale - US 119S			
PA	Limestone Mod Abr.	3000	Ridgedale - US 119S			
PB	Sandstone Mod Abr.	3000	Ridgedale - US 119S			
R	Shot Rock	500	Ridgedale - US 119S			
S	AASHTO #8M	3500	Ridgedale - US 119S			
W	Quarry Waste	100	Ridgedale - US 119S			

PRESTON COUNTY

A	Class 1	1000	Albright			
B	Class 2	5000	Albright			
D	AASHTO #1	2000	Albright			
G	AASHTO #467	3000	Albright			
H	AASHTO #57	2000	Albright			
K	AASHTO #8	3000	Albright			
L	AASHTO #9	3000	Albright			
M	Gabion Stone	500	Albright			
N	Fine Aggregate	3000	Albright			
OA	Limestone Std Abr.	3000	Albright			
OB	Sandstone Std Abr.	3000	Albright			
PA	Limestone Mod Abr.	3000	Albright			
PB	Sandstone Mod Abr.	3000	Albright			
R	Shot Rock	500	Albright			
W	Quarry Waste	100	Albright			

F.O.B. Division's Storage Site - DISTRICT 4

2015/2016

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>PRESTON COUNTY</u>						
A	Class 1	2000	Aurora	14.95		
B	Class 2	5000	Aurora	14.95		
D	AASHTO #1	2000	Aurora			
G	AASHTO #467	3000	Aurora			
H	AASHTO #57	3000	Aurora	16.95		
K	AASHTO #8	2000	Aurora	16.20		
L	AASHTO #9	6000	Aurora	30.00		
M	Gabion Stone	500	Aurora	18.65		
N	Fine Aggregate	6000	Aurora			
OA	Limestone Std Abr.	6000	Aurora	17.00		
OB	Sandstone Std Abr.	6000	Aurora			
PA	Limestone Mod Abr.	6000	Aurora	21.00		
PB	Sandstone Mod Abr.	6000	Aurora			
R	Shot Rock	500	Aurora	15.75		
W	Quarry Waste	100	Aurora	15.50		

PRESTON COUNTY

A	Class 1	3000	Bruceton Mills			
B	Class 2	5000	Bruceton Mills			
D	AASHTO #1	2000	Bruceton Mills			
G	AASHTO #467	3000	Bruceton Mills			
H	AASHTO #57	4000	Bruceton Mills			
K	AASHTO #8	2000	Bruceton Mills			
L	AASHTO #9	6000	Bruceton Mills			
M	Gabion Stone	500	Bruceton Mills			
N	Fine Aggregate	6000	Bruceton Mills			
OA	Limestone Std Abr.	6000	Bruceton Mills			
OB	Sandstone Std Abr.	6000	Bruceton Mills			
PA	Limestone Mod Abr.	6000	Bruceton Mills			
PB	Sandstone Mod Abr.	6000	Bruceton Mills			
R	Shot Rock	500	Bruceton Mills			
W	Quarry Waste	100	Bruceton Mills			

PRESTON COUNTY

A	Class 1	1000	Coopers Rock I-68			
K	AASHTO #8	3000	Coopers Rock I-68			
L	AASHTO #9	3000	Coopers Rock I-68			
M	Gabion Stone	500	Coopers Rock I-68			
OA	Limestone Std Abr.	3000	Coopers Rock I-68			
OB	Sandstone Std Abr.	3000	Coopers Rock I-68			
PA	Limestone Mod Abr.	3000	Coopers Rock I-68			
PB	Sandstone Mod Abr.	3000	Coopers Rock I-68			
R	Shot Rock	500	Coopers Rock I-68			

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>PRESTON COUNTY</u>						
A	Class 1	2000	Fellowsville			
B	Class 2	5000	Fellowsville			
D	AASHTO #1	1000	Fellowsville			
G	AASHTO #467	3000	Fellowsville			
H	AASHTO #57	3000	Fellowsville			
K	AASHTO #8	2000	Fellowsville			
L	AASHTO #9	5000	Fellowsville			
M	Gabion Stone	500	Fellowsville			
N	Fine Aggregate	5000	Fellowsville			
OA	Limestone Std Abr.	5000	Fellowsville			
OB	Sandstone Std Abr.	5000	Fellowsville			
PA	Limestone Mod Abr.	5000	Fellowsville			
PB	Sandstone Mod Abr.	5000	Fellowsville			
R	Shot Rock	500	Fellowsville			
W	Quarry Waste	100	Fellowsville			

PRESTON COUNTY

A	Class 1	500	Macomber			
B	Class 2	500	Macomber			
K	AASHTO #8	500	Macomber			
L	AASHTO #9	500	Macomber			
N	Fine Aggregate	500	Macomber			
OA	Limestone Std Abr.	500	Macomber			
OB	Sandstone Std Abr.	500	Macomber			
PA	Limestone Mod Abr.	500	Macomber			
PB	Sandstone Mod Abr.	500	Macomber			
R	Shot Rock	500	Macomber			

PRESTON COUNTY

A	Class 1	1000	Masontown			
B	Class 2	2000	Masontown			
G	AASHTO #467	3000	Masontown			
K	AASHTO #8	2000	Masontown			
L	AASHTO #9	1000	Masontown			
N	Fine Aggregate	1000	Masontown			
OA	Limestone Std Abr.	1000	Masontown			
OB	Sandstone Std Abr.	1000	Masontown			
PA	Limestone Mod Abr.	1000	Masontown			
PB	Sandstone Mod Abr.	1000	Masontown			
R	Shot Rock	500	Masontown			
W	Quarry Waste	100	Masontown			

F.O.B. Division's Storage Site - DISTRICT 4

2015/2016

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>PRESTON COUNTY</u>						
A	Class 1	2000	Terra Alta	15.75		
B	Class 2	5000	Terra Alta	15.75		
D	AASHTO #1	1000	Terra Alta			
G	AASHTO #467	3000	Terra Alta			
H	AASHTO #57	4000	Terra Alta	18.25		
K	AASHTO #8	2000	Terra Alta	16.50		
L	AASHTO #9	6000	Terra Alta	27.00		
M	Gabion Stone	500	Terra Alta	20.50		
N	Fine Aggregate	6000	Terra Alta			
OA	Limestone Std Abr.	6000	Terra Alta	22.50		
OB	Sandstone Std Abr.	6000	Terra Alta			
PA	Limestone Mod Abr.	6000	Terra Alta	25.00		
PB	Sandstone Mod Abr.	6000	Terra Alta			
R	Shot Rock	500	Terra Alta	19.30		
W	Quarry Waste	100	Terra Alta	15.75		

TAYLOR COUNTY

A	Class 1	1000	Pruntytown			
B	Class 2	5000	Pruntytown			
D	AASHTO #1	1000	Pruntytown			
G	AASHTO #467	1000	Pruntytown			
H	AASHTO #57	3000	Pruntytown			
K	AASHTO #8	6000	Pruntytown			
L	AASHTO #9	6000	Pruntytown			
M	Gabion Stone	500	Pruntytown			
N	Fine Aggregate	6000	Pruntytown			
OA	Limestone Std Abr.	6000	Pruntytown			
OB	Sandstone Std Abr.	6000	Pruntytown			
PA	Limestone Mod Abr.	6000	Pruntytown			
PB	Sandstone Mod Abr.	6000	Pruntytown			
R	Shot Rock	500	Pruntytown			
W	Quarry Waste	100	Pruntytown			



F.O.B. Division's Storage Site - **DISTRICT 4****2015/2016**

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

CINDERS

AA	CINDERS	2000	Smithburg	
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HARRISON COUNTY

AA	CINDERS	2000	Tunnel APD-50	
AA	CINDERS	1000	Lost Creek I-79	
AA	CINDERS	3500	Gore	
AA	CINDERS	1000	Saltwell	

MARION COUNTY

AA	CINDERS	3500	Fairmont	
AA	CINDERS	1500	Mannington	

MONONGALIA COUNTY

AA	CINDERS	3000	Ridgedale, US 119 S	
AA	CINDERS	2000	Pentress	
AA	CINDERS	2000	Goshen Road I-79	

PRESTON COUNTY

AA	CINDERS	4000	Albright	
AA	CINDERS	3000	Fellowsville	
AA	CINDERS	3000	Aurora	
AA	CINDERS	3000	Terra Alta	
AA	CINDERS	3000	Bruceton Mills	
AA	CINDERS	3500	Coopers Rock I-68	
AA	CINDERS	1500	Masontown	

TAYLOR COUNTY

AA	CINDERS	3000	Grafton	
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F.O.B. Division's Storage Site - DISTRICT 5

2015/2016

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

MORGAN COUNTY

				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	1000	Largent - SR 9			
B	Class 2	1000	Largent - SR 9			
C	Class 10	1000	Largent - SR 9			
J	AASHTO #7	1000	Largent - SR 9			
K	AASHTO #8	1000	Largent - SR 9			
M	Gabion Stone	500	Largent - SR 9			
OA	Limestone Std Abr.	1000	Largent - SR 9			
OB	Sandstone Std Abr.	1000	Largent - SR 9			
PA	Limestone Mod Abr.	1000	Largent - SR 9			
PB	Sandstone Mod Abr.	1000	Largent - SR 9			
Q	Riprap	500	Largent - SR 9			
R	Shot Rock	500	Largent - SR 9			
S	AASHTO #8M	1000	Largent - SR 9			

MORGAN COUNTY

B	Class 2	500	Largent - CR 9/14			
C	Class 10	1000	Largent - CR 9/14			
J	AASHTO #7	500	Largent - CR 9/14			
K	AASHTO #8	500	Largent - CR 9/14			
M	Gabion Stone	500	Largent - CR 9/14			

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>PENDLETON COUNTY</u>						
A	Class 1	1000	Brandywine	17.00		
B	Class 2	450	Brandywine	17.00		
I	AASHTO #67	500	Brandywine	24.35		
K	AASHTO #8	1000	Brandywine	21.00		
L	AASHTO #9	1000	Brandywine	26.50		
OA	Limestone Std Abr.	2000	Brandywine	20.00		
OB	Sandstone Std Abr.	2000	Brandywine			
PA	Limestone Mod Abr.	1600	Brandywine	21.00		
PB	Sandstone Mod Abr.	1600	Brandywine			

PENDLETON COUNTY

A	Class 1	2500	Franklin - US 220N	17.00		
B	Class 2	2700	Franklin - US 220N	17.00		
D	AASHTO #1	1000	Franklin - US 220N			
H	AASHTO #57	1000	Franklin - US 220N	19.50		
I	AASHTO #67	1000	Franklin - US 220N	21.50		
K	AASHTO #8	950	Franklin - US 220N	23.25		
L	AASHTO #9	2000	Franklin - US 220N	24.80		
M	Gabion Stone	135	Franklin - US 220N	23.00		
OA	Limestone Std Abr.	2400	Franklin - US 220N	23.25		
OB	Sandstone Std Abr.	2400	Franklin - US 220N			
PA	Limestone Mod Abr.	4400	Franklin - US 220N	23.25		
PB	Sandstone Mod Abr.	4400	Franklin - US 220N			

PENDLETON COUNTY

A	Class 1	275	Franklin - US 220S	19.75		
B	Class 2	1160	Franklin - US 220S	19.75		
D	AASHTO #1	1000	Franklin - US 220S			
H	AASHTO #57	500	Franklin - US 220S	24.50		
I	AASHTO #67	500	Franklin - US 220S	24.50		
K	AASHTO #8	700	Franklin - US 220S	26.50		
L	AASHTO #9	2000	Franklin - US 220S	27.50		
M	Gabion Stone	500	Franklin - US 220S	27.60		
OA	Limestone Std Abr.	2400	Franklin - US 220S	26.50		
OB	Sandstone Std Abr.	2400	Franklin - US 220S			
PA	Limestone Mod Abr.	1300	Franklin - US 220S	24.50		
PB	Sandstone Mod Abr.	1300	Franklin - US 220S			

F.O.B. Division's Storage Site - **DISTRICT 8**

**2015/2016**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>PENDLETON COUNTY</u>						
A	Class 1	1000	Judy Gap	19.25		
B	Class 2	1000	Judy Gap	19.25		
I	AASHTO #67	500	Judy Gap	21.25		
K	AASHTO #8	1000	Judy Gap	25.00		
L	AASHTO #9	1000	Judy Gap	26.00		
OA	Limestone Std Abr.	4000	Judy Gap	23.25		
OB	Sandstone Std Abr.	4000	Judy Gap			
PA	Limestone Mod Abr.	3300	Judy Gap	23.25		
PB	Sandstone Mod Abr.	3300	Judy Gap			

PENDLETON COUNTY

A	Class 1	1000	Onego	18.50		
B	Class 2	1000	Onego	18.50		
I	AASHTO #67	500	Onego	24.50		
K	AASHTO #8	1000	Onego	20.00		
L	AASHTO #9	1000	Onego	25.00		
OA	Limestone Std Abr.	3000	Onego	20.00		
OB	Sandstone Std Abr.	3000	Onego			
PA	Limestone Mod Abr.	2200	Onego	20.00		
PB	Sandstone Mod Abr.	2200	Onego			

POCAHONTAS COUNTY

A	Class 1	1500	Green Bank			
B	Class 2	2500	Green Bank			
I	AASHTO #67	300	Green Bank			
K	AASHTO #8	2000	Green Bank			
L	AASHTO #9	500	Green Bank			
OA	Limestone Std Abr.	2000	Green Bank			
OB	Sandstone Std Abr.	2000	Green Bank			
PA	Limestone Mod Abr.	1500	Green Bank			
PB	Sandstone Mod Abr.	1500	Green Bank			

POCAHONTAS COUNTY

A	Class 1	1500	Hillsboro			
B	Class 2	5000	Hillsboro			
I	AASHTO #67	1000	Hillsboro			
L	AASHTO #9	1000	Hillsboro			
OA	Limestone Std Abr.	1000	Hillsboro			
OB	Sandstone Std Abr.	1000	Hillsboro			

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>POCAHONTAS COUNTY</u>						
B	Class 2	1000	Linwood			
K	AASHTO #8	1000	Linwood			
L	AASHTO #9	500	Linwood			
OA	Limestone Std Abr.	2500	Linwood			
OB	Sandstone Std Abr.	2500	Linwood			
PA	Limestone Mod Abr.	2500	Linwood			
PB	Sandstone Mod Abr.	2500	Linwood			

POCAHONTAS COUNTY

A	Class 1	3000	Marlington			
B	Class 2	5000	Marlington			
I	AASHTO #67	1000	Marlington			
K	AASHTO #8	6000	Marlington			
L	AASHTO #9	1000	Marlington			
OA	Limestone Std Abr.	2000	Marlington			
OB	Sandstone Std Abr.	2000	Marlington			
PA	Limestone Mod Abr.	3000	Marlington			
PB	Sandstone Mod Abr.	3000	Marlington			

POCAHONTAS COUNTY

I	AASHTO #67	300	Seebert			
K	AASHTO #8	2000	Seebert			
OA	Limestone Std Abr.	4000	Seebert			
OB	Sandstone Std Abr.	4000	Seebert			
PA	Limestone Mod Abr.	4000	Seebert			
PB	Sandstone Mod Abr.	4000	Seebert			

POCAHONTAS COUNTY

A	Class 1	1500	Thornwood			
B	Class 2	1000	Thornwood			
K	AASHTO #8	1000	Thornwood			
OA	Limestone Std Abr.	2000	Thornwood			
OB	Sandstone Std Abr.	2000	Thornwood			
PA	Limestone Mod Abr.	4000	Thornwood			
PB	Sandstone Mod Abr.	4000	Thornwood			

RANDOLPH COUNTY

A	Class 1	500	Coalton			
B	Class 2	500	Coalton			
I	AASHTO #67	500	Coalton			
K	AASHTO #8	3000	Coalton			
L	AASHTO #9	2000	Coalton			

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>RANDOLPH COUNTY</u>						
A	Class 1	1000	Elkins			
B	Class 2	1000	Elkins			
I	AASHTO #67	500	Elkins			
K	AASHTO #8	3500	Elkins			
L	AASHTO #9	6000	Elkins			

RANDOLPH COUNTY

A	Class 1	100	Harman			
B	Class 2	1000	Harman			
I	AASHTO #67	500	Harman			
K	AASHTO #8	4000	Harman			

RANDOLPH COUNTY

A	Class 1	1000	Mill Creek			
B	Class 2	1000	Mill Creek			
I	AASHTO #67	500	Mill Creek			
K	AASHTO #8	5000	Mill Creek			
L	AASHTO #9	500	Mill Creek			

RANDOLPH COUNTY

A	Class 1	1500	Pickens			
B	Class 2	1500	Pickens			
I	AASHTO #67	1000	Pickens			
K	AASHTO #8	2000	Pickens			

RANDOLPH COUNTY

A	Class 1	1000	Valley Head			
B	Class 2	1000	Valley Head			
I	AASHTO #67	1000	Valley Head			
K	AASHTO #8	3500	Valley Head			

RANDOLPH COUNTY

A	Class 1	1000	Cor. H Headqrts - US 219			
B	Class 2	500	Cor. H Headqrts - US 219			
I	AASHTO #67	500	Cor. H Headqrts - US 219			
K	AASHTO #8	500	Cor. H Headqrts - US 219			
L	AASHTO #9	1500	Cor. H Headqrts - US 219			

F.O.B. Division's Storage Site - **DISTRICT 8**

**2015/2016**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>TUCKER COUNTY</u>						
A	Class 1	2000	Parsons	17.95		
B	Class 2	4000	Parsons	17.95		
K	AASHTO #8	6000	Parsons	22.75		
L	AASHTO #9	1200	Parsons	25.00		

TUCKER COUNTY

A	Class 1	1300	Thomas	16.50		
B	Class 2	1500	Thomas	16.50		
K	AASHTO #8	6000	Thomas	18.50		

TUCKER COUNTY

K	AASHTO #8	2500	Canaan Valley Park	19.75		
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