

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

## State of West Virginia **Centralized Request for Quote Highways**



Proc Folder:	909165	Reason for Modification:
Noc Description:	STONE & AGGREGATE 2021 MATERIAL & PICKLIP 6621C074	

**Proc Type:** 

Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-21	2021-08-11 13:30	CRFQ 0803 DOT2200000021	1

#### **BID RECEIVING LOCATION**

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

#### VENDOR

**Vendor Customer Code:** 

Vendor Name: Jamarco, LLC dha Valley Stoneyard + Maritime Center

Address: 360 Valley Road

Street:

City: M. I wood

State: WV

Principal Contact: Marc Hutcher

Vendor Contact Phone: 304-273 - 5555

Country:

Zip: 25262

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

john.w.estep@wv.gov

Vendor Signature X

FEIN# 822 48 27 88

**Extension:** 

DATE 7-22-21

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

FORM ID: WV-PRC-CRFQ-002 2020/05 Date Printed: Jul 21, 2021 Page: 1

#### ADDITIONAL INFORMATION

#### REQUET FOR QUOTATION:

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, Cinders, and/or Slag for PICK UP F.O.B. from the Vendor's Storage Site ONLY, by WVDOH Forces. Per the bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS	,	STATE OF WEST VIRGINIA	
AS INDICATED BY ORDER		VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City W\	/
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDOH	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
11111600				

#### **Extended Description:**

STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDOH PER ATTACHED PRICING PAGE AND INFORMATION ATTACHMENT FORM

#### SCHEDULE OF EVENTS

Line	<u>Event</u>	Event Date
1	Tech Questions Due by 10:00am	2021-07-29

Date Printed: Jul 21, 2021 Page: 2 FORM ID: WV-PRC-CRFQ-002 2020/05

	Document Phase	Document Description	Page 3
DOT2200000021		STONE & AGGREGATE 2021 MATERIAL & PICKUP 6621C074	

## ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

# Attachment A (ATT A) Pricing Page Stone & Aggregate with Pick Up by WVDOH from Vendor's Storage Site ONLY Vendor shall provide Storage Site information on ATT B for PICKUP

**VENDOR NAME:** JAMARCO LLC

# 2021-2022

		Ι		per Ton Items A-W,	
			F.O.l	B. Vendor's Storage	Site
		L	Limestone,		
Contract		S	Sandstone,	Blast Furnace	
Item	Description of Material	G	ravel, Sand	Slag	Steel Slag
A	Class 1 Aggregate	\$	25.75		
В	Class 2 Aggregate	\$	25.75		
C	Class 10 Aggregate	\$	25.75		
D	AASHTO #1 Aggregate	\$	25.75		
Е	AASHTO #3 Aggregate	\$	25.75		
F	AASHTO #4 Aggregate	\$	26.50		
G	AASHTO #467 Aggregate	\$	25.75		
Н	AASHTO #57 Aggregate	\$	26.50		
I	AASHTO #67 Aggregate	\$	26.50		
J	AASHTO #7 Aggregate		N/A		
K	AASHTO #8 Aggregate	\$	28.25		
L	AASHTO #9 Aggregate		N/A		
M	Stone for Gabions	\$	28.50		
N	Fine Aggregate	\$	25.00		
OA	Limestone Standard Abrasives	\$	25.00		
OB	Sandstone Standard Abrasives	\$	25.00		
OC	Steel Slage for SRIC		N/A		
PA	Limestone Modified Abrasives	\$	25.00		
PB	Sandstone Modified Abrasives	\$	25.00		
Q	Rip Rap	\$	31.00		
R	Shot Rock	\$	36.00		
S	AASHTO #8 Modified		N/A		
T	AASHTO #9 Modified		N/A		
U	Pea Gravel	\$	21.50		
V	#11 Limestone Abrasives		N/A		
W	Quarry Waste		N/A		
Z	Imbricated Stone	.80	N/A		
AA	Cinders		N/A		

6621C074 PICKUP

Client#: 1513799 JAMARLLC

## ACORD.

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Donna Waggoner NAME:				
USI Ins Svcs C/L Charleston	PHONE (A/C, No, Ext): 304.710.3680 FAX (A/C, No): 855.231	.1259			
1 Hillcrest Drive East	E-MAIL ADDRESS: donna.waggoner@usi.com				
Charleston, WV 25311	INSURER(S) AFFORDING COVERAGE	NAIC#			
304 347-0611	INSURER A: Westfield National Insurance Co. 24	4120			
INSURED	INSURER B: Rockwood Casualty Insurance Company 35	5505			
Jamarco, LLC	INSURER C : Atlantic Specialty Insurance Company 2	7154			
P.O. Box 100	INSURER D : New York Marine & General Insurance Co.	8098			
Millwood, WV 25262		2563			
	INSURER F:				

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.

NSR TR		TYPE OF INSURANC	E	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	5
A	X	CLAIMS-MADE X	ABILITY OCCUR		CMM000392G	10/01/2020	10/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$100,000
	Х	PD Ded:500						MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIE	ES PER:					GENERAL AGGREGATE	\$2,000,000
		POLICY PRO- JECT	LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
Α.	AUT	OTHER: OMOBILE LIABILITY			CMM000392G	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT	\$ s1,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
			HEDULED					BODILY INJURY (Per accident)	\$
	Х	HIRED V NON	N-OWNED FOS ONLY					PROPERTY DAMAGE (Per accident)	\$
									\$
A	Х	UMBRELLA LIAB	OCCUR		CMM000392G	10/01/2020	10/01/2021	EACH OCCURRENCE	\$2,000,000
		EXCESS LIAB	CLAIMS-MADE					AGGREGATE	\$2,000,000
		DED RETENTION \$							\$
3		RKERS COMPENSATION EMPLOYERS' LIABILITY	W/N		WC696696	06/15/2021	06/15/2022	X PER STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXE CER/MEMBER EXCLUDED?	ECUTIVE Y / N	N/A				E.L. EACH ACCIDENT	<b>\$1,000,000</b>
	(Mar	datory in NH)	14					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS b	below					E.L. DISEASE - POLICY LIMIT	<b>\$1,000,000</b>
)	Oce	ean Marine			B5JH27513	11/15/2020	10/01/2021	See Comments	
r	OM	Excess			See Comments	11/15/2020	10/01/2021	\$4,000,000	
E	OM	Pollution Liab			V1553820	10/01/2020	10/01/2021	\$5,000,000 Max Limi	it

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

Ocean Marine Total Aggregate Limit of Liability \$1,000,000

Protection & Indemnity and Collision & Towers Liability \$10,000 Deductible Per Occurrence

Landing Owners Legal Liability (including Terminal Operations) \$10,000 Deductible Per Occurrence

Excess Ocean Marine - Joint Policy \$4,000,000 Limit (See Attached Descriptions)

ICATE	

State of WV 1900 Kanawha Blvd E, Bldg 5, Suite A-350 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

James P. Crouse

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)							
*New York Marine & General Insurance Company #ML2020MEE00020 50% Participation *Starstone National Insurance Company #B86664200MAR 50% Participation							
Workers Compensation policy includes WV Broad Form Employers Liability and Longshore & Harbor Workers Compensation Act Coverage Certificate Holder is Additional Insured for General Liability as respects Named Insured's operations on their behalf.							

# West Virginia Ethics Commission

# **Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: <u>Jamarco LLC</u> Address: <u>360 Valley Road</u>
M:11 wood, WV 25262
Name of Authorized Agent: Samuel D. Hatcher Address:
Contract Number: 0803 DOT 2200000021 Contract Description: Store & Agg Mat. & Pickup
Governmental agency awarding contract: WV DOH
☐ Check here if this is a Supplemental Disclosure
List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):
1. Subcontractors or other entities performing work or service under the Contract  Check here if none, otherwise list entity/individual names below.
<ul> <li>2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)</li> <li>□ Check here if none, otherwise list entity/individual names below.</li> <li>Samuel D. Hat cher</li> </ul>
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)  Check here if none, otherwise list entity/individual names below.
Signature: Date Signed: 7-22-21
Notary Verification
State of West Virginia , County of Jackson :
I,, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.
Taken, sworn to and subscribed before me this
To be completed by State Agency:  Date Received by State Agency:  Date submitted to Ethics Commission:  Governmental agency submitting Disclosure:  Notary Public's Signature  OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA Veleticis Sue Setter 107 Stonebrook Orive Hurricare, WV 26528  My Commission Expires August 23, 2025

# STATE OF WEST VIRGINIA Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

#### **DEFINITIONS:**

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

## WITNESS THE FOLLOWING SIGNATURE:

Hurricane, WV 25526

WITHESS THE TOLLOWING SIGNATURE.			
Vendor's Name: Jamarco, LLC dba Valley Stone yard & Mar. time (enter			
Authorized Signature: Date:			
State of West Virginia			
County of <u>Jackson</u> , to-wit:			
Taken, subscribed, and sworn to before me this 22 day of, 2011.			
My Commission expires August 23, , 2015.			
AFF SEAL PERETATE OF WEST VIRGINIA Velecia Sue Setter  NOTARY PUBLIC Velecia Sue Setter			

Purchasing Affidavit (Revised 01/19/2018)

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Marc Hatcher U.P. M	ar:t:ne
(Name, Title) Man Han	
(Printed Name and Title)	
360 Valley Road	M:11wood W 75262
(Address)	,
304 - Z73 · 5555	304 273 - 9588
(Phone Number) / (Fax Number)	
mare. hat ther p valley:	ne w. con
(email address)	

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

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

(Company)	Stone yard	+ Maritime	Cester
(Company)	- /		
Um ) Hetur	1		
(Authorized Signature) (Representative	Name, Title		
Samuel D. Hatcher, Pres	: dent		
(Printed Name and Title of Authorized	Representativ	ve)	
7-22-21			
(Date)			
304-273-5555	304-27	3 - 9588	
(Phone Number) (Fax Number)			

# ATTACHMENT B (ATT B) Information Form Stone & Aggregate Pick Up by WVDOH 6621C074

Enter your		
Vendor Name:		
Vendors Ph	one #, Email Address to contact for placing Orders:	(304)-273-5555 or marc.hatcher@valleyincwv.com
Vendors	Phone #, Email Address to contact for Invoices:	(304)-273-5555 or marc.hatcher@valleyincwv.com
Vendors	Phone #, Email Address to contact for Payment:	(304)-273-5555 or marc.hatcher@valleyincwv.com

	Vendors Sources/Plants	Vendors Storage Sites	
	Source Name & Location (physical address), Phone #	Location (physical address), Phone #	
	Yager Materials, Battletown, KY 270-497-4191	Valley Stoneyard & Maritime Center	
	Mulzer Crushed Stone, Leavenworth, IN 812-739-2929	360 Valley Road, Millwood, WV 25262	
	Mulzer Crusher Stone, Charlestown, IN 812-256-3346	304-273-5555	
one	Mulzer Crushed Stone, Mauckport, IN 812-732-1002		
Linestone	Letart Sand & Gravel, Gallipolis Ferry, WV 304-675-7516		
		_	
Sandstone			
Sand			
2085/201			
Blast Furnace Stad			
Slad			
Steel Slad			
Cinders			
Cino			

# REQUEST FOR QUOTATION Stone & Aggregate Pickup by Agency

- **8.1.2** Failure to comply with other specifications and requirements contained herein.
- **8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the contract Services provided under this contract.
- **8.1.4** Failure to remedy deficient performance upon request.
- **8.2** The following remedies shall be available to Agency upon default.
  - **8.2.1** Immediate cancellation of the contract.
  - **8.2.2** Immediate cancellation of one or more release orders issued under this contract.
  - **8.2.3** Any other remedies available in law or equity.

#### 9. MISCELLANEOUS:

- 9.1 No Substitutions: Vendor shall supply only contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this contract.
- 9.2 Vendor Supply: Vendor must carry sufficient inventory of the contract Items being offered to fulfill its obligations under this contract. By signing its bid, Vendor certifies that it can supply the contract Items contained in its bid response.
- 9.3 Reports: For Items purchased during the term of this contract, the Vendor shall provide the Agency with reports, in electronic spreadsheet format, with purchased contract Items, total dollar value, quantities, shipments, and pick up information, quarterly, or annual summaries, or upon request. Failure to supply such reports may be grounds for cancellation of this contract.
- 9.4 Contract Manager: During its performance of this contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this contract. Vendor shall provide and maintain the Agency with current email addresses, billing/payment addresses, phone numbers, fax numbers, and any changes to the Contract Manager during the life of the contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager:	M	arc t	Hatcher	
-------------------	---	-------	---------	--

Revised 4/21/2021 6621C074 PU

# REQUEST FOR QUOTATION Stone & Aggregate Pickup by Agency

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

Revised 4/21/2021 6621C074 PU