



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 @ 3

List View

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

Procurement Folder: 1251517

Procurement Type: Central Master Agreement

Vendor ID: VS0000022583

Legal Name: ROSE HOLDINGS LLC

Alias/DBA:

Total Bid: \$0.00

Response Date: 07/27/2023

Response Time: 9:22

Responded By User ID: Aceaggregates

First Name: Alex

Last Name: Wolfe

Email: awolfe@aceaggregatesllc.co

Phone: 304-842-9050

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2400000002

Published Date: 7/19/23

Close Date: 7/27/23

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM NO_1 Stone & Aggregate Pick Up by Agency

Total of Header Attachments: 3

Total of All Attachments: 3



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1251517
Solicitation Description: ADDENDUM NO_1 Stone & Aggregate Pick Up by Agency
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-07-27 13:30	SR 0803 ESR07272300000000324	1

VENDOR
 VS0000022583
 ROSE HOLDINGS LLC

Solicitation Number: CRFQ 0803 DOT2400000002
Total Bid: 0
Response Date: 2023-07-27
Response Time: 09:22:27
Comments: No discounts given

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Stone & Aggregate -Pick up by Agency	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

Commodity Line Comments: See attached Full Scan and Pricing attachment.

Extended Description:

PLEASE COMPLETE ATTACHED PRICING PAGE - ATTACHMENT A

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR INSTRUCTIONS: Vendor shall provide their Source Plant address, Pick Up Storage Location Address, and bid pricing for the Contract Item listed below. Vendor may bid any or all Contract Items. Failure to provide Source Plant and Pick Up Storage Location information will result in the disqualification of the entire bid. This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the contract specifications. Estimated quantities are not available.

VENDOR NAME: Ace Aggregates, LLC

***Source Plant Address(es):** Philippi Quarry
Required 9989 Mountaineer Hwy
Parsons, WV 26287

***Pick Up Storage Location Address:** _____
**Required (if different from* _____
Source Plant address) _____

Contract Item	Description	Composition**	Unit of Measure	Bid Price
1	Class 1 Aggregate	Limestone Only	Tons	\$11.00
2	Class 1 Aggregate	LSGS	Tons	\$11.00
3	Class 1 Aggregate	Slag	Tons	NB
4	Class 2 Aggregate	Limestone Only	Tons	\$11.00
5	Class 2 Aggregate	LSGS	Tons	\$11.00
6	Class 2 Aggregate	Slag	Tons	NB
7	Class 10 Aggregate	LSGS	Tons	\$11.50
8	AASHTO #1 Aggregate	Limestone Only	Tons	\$12.75
9	AASHTO #1 Aggregate	LSGS	Tons	\$12.75
10	AASHTO #3 Aggregate	Limestone Only	Tons	NB
11	AASHTO #3 Aggregate	LSGS	Tons	NB
12	AASHTO #4 Aggregate	LSGS	Tons	\$15.50
13	AASHTO #467 Aggregate	LSGS	Tons	NB
14	AASHTO #57 Aggregate	Limestone Only	Tons	\$17.50
15	AASHTO #57 Aggregate	LSGS	Tons	\$17.50
16	AASHTO #67 Aggregate	Limestone Only	Tons	NB
17	AASHTO #67 Aggregate	LSGS	Tons	NB
18	AASHTO #7 Aggregate	Limestone Only	Tons	NB
19	AASHTO #7 Aggregate	LSGS	Tons	NB
20	AASHTO #8 Aggregate	Limestone Only	Tons	\$21.00
21	AASHTO #8 Aggregate	LSGS	Tons	\$21.00
22	AASHTO #8 MODIFIED	Limestone Only	Tons	NB
23	AASHTO #8 MODIFIED	LSGS	Tons	NB
24	AASHTO #9 Aggregate	Limestone Only	Tons	NB
25	AASHTO #9 Aggregate	LSGS	Tons	NB
26	AASHTO #9 MODIFIED	Limestone Only	Tons	NB

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR NAME: Ace Aggregates, LLC

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Required 9989 Mountaineer Hwy
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**Required (if different from* _____
Source Plant address) _____

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27	AASHTO #9 MODIFIED	LSGS	Tons	NB
28	Stone for Gabions	Limestone Only	Tons	\$15.00
29	Stone for Gabions	LSGS	Tons	\$15.00
30	Fine Aggregate	LSGS	Tons	NB
31	Limestone Standard Abrasives	Limestone Only	Tons	NB
32	Limestone Standard Abrasives	LSGS	Tons	NB
33	Sandstone Standard Abrasives	LSGS	Tons	NB
34	Steel Slag for SRIC	Slag	Tons	NB
35	Limestone MODIFIED Abrasives	Limestone Only	Tons	NB
36	Limestone MODIFIED Abrasives	LSGS	Tons	NB
37	Sandstone MODIFIED Abrasives	LSGS	Tons	NB
38	Cinders	Cinders	Tons	NB
39	Pea Gravel	LSGS	Tons	NB
40	#11 Limestone Abrasives	LSGS	Tons	NB
41	Quarry Waste	LSGS	Tons	\$11.00
42	Rip Rap	LSGS	Tons	\$16.00
43	Shot Rock	Limestone Only	Tons	\$17.00
44	Shot Rock	LSGS	Tons	\$17.00
45	Imbricated Stone	LSGS	Tons	NB

LSGS: Limestone, Sandstone, Gravel or Sand



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: 1251517	Reason for Modification: ADDENDUM NO_1 Vendor Questions and responses Revised Pricing Page
Doc Description: ADDENDUM NO_1 Stone & Aggregate Pick Up by Agency	
Proc Type: Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2023-07-19	2023-07-27 13:30	CRFQ 0803 DOT2400000002	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000022583
Vendor Name : Rose Holdings, LLC - d.b.a. - Ace Aggregates, LLC
Address : 70
Street : Columbia Blvd
City : Clarksburg
State : West Virginia **Country :** US **Zip :** 26301
Principal Contact : Jason Manning
Vendor Contact Phone: 304-842-9050 **Extension:** 104

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor
 Signature X

FEIN# 832651478

DATE 7-25-2023

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

ADDENDUM NO_1 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for various sizes and types of Stone, Aggregate, Cinders and Slag for Pick Up by Agency from Vendor's designated storage sites, for use on WVDOH projects throughout the state of West Virginia. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO	SHIP TO
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Stone & Aggregate -Pick up by Agency	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:
 PLEASE COMPLETE ATTACHED PRICING PAGE - ATTACHMENT A

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am)	2023-07-19

	Document Phase	Document Description	Page
DOT2400000002	Final	ADDENDUM NO_1 Stone & Aggregate Pick Up by Agency	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR INSTRUCTIONS: Vendor shall provide their Source Plant address, Pick Up Storage Location Address, and bid pricing for the Contract Item listed below. Vendor may bid any or all Contract Items. Failure to provide Source Plant and Pick Up Storage Location information will result in the disqualification of the entire bid. This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the contract specifications. Estimated quantities are not available.

VENDOR NAME: Ace Aggregates, LLC

***Source Plant Address(es):** Philippi Quarry
Required 9989 Mountaineer Hwy
Parsons, WV 26287

***Pick Up Storage Location Address:** _____
**Required (if different from* _____
Source Plant address) _____

Contract Item	Description	Composition**	Unit of Measure	Bid Price
1	Class 1 Aggregate	Limestone Only	Tons	\$11.00
2	Class 1 Aggregate	LSGS	Tons	\$11.00
3	Class 1 Aggregate	Slag	Tons	NB
4	Class 2 Aggregate	Limestone Only	Tons	\$11.00
5	Class 2 Aggregate	LSGS	Tons	\$11.00
6	Class 2 Aggregate	Slag	Tons	NB
7	Class 10 Aggregate	LSGS	Tons	\$11.50
8	AASHTO #1 Aggregate	Limestone Only	Tons	\$12.75
9	AASHTO #1 Aggregate	LSGS	Tons	\$12.75
10	AASHTO #3 Aggregate	Limestone Only	Tons	NB
11	AASHTO #3 Aggregate	LSGS	Tons	NB
12	AASHTO #4 Aggregate	LSGS	Tons	\$15.50
13	AASHTO #467 Aggregate	LSGS	Tons	NB
14	AASHTO #57 Aggregate	Limestone Only	Tons	\$17.50
15	AASHTO #57 Aggregate	LSGS	Tons	\$17.50
16	AASHTO #67 Aggregate	Limestone Only	Tons	NB
17	AASHTO #67 Aggregate	LSGS	Tons	NB
18	AASHTO #7 Aggregate	Limestone Only	Tons	NB
19	AASHTO #7 Aggregate	LSGS	Tons	NB
20	AASHTO #8 Aggregate	Limestone Only	Tons	\$21.00
21	AASHTO #8 Aggregate	LSGS	Tons	\$21.00
22	AASHTO #8 MODIFIED	Limestone Only	Tons	NB
23	AASHTO #8 MODIFIED	LSGS	Tons	NB
24	AASHTO #9 Aggregate	Limestone Only	Tons	NB
25	AASHTO #9 Aggregate	LSGS	Tons	NB
26	AASHTO #9 MODIFIED	Limestone Only	Tons	NB

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

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Parsons, WV 26287

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**Required (if different from* _____
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Contract Item	Description	Composition**	Unit of Measure	Bid Price
27	AASHTO #9 MODIFIED	LSGS	Tons	NB
28	Stone for Gabions	Limestone Only	Tons	\$15.00
29	Stone for Gabions	LSGS	Tons	\$15.00
30	Fine Aggregate	LSGS	Tons	NB
31	Limestone Standard Abrasives	Limestone Only	Tons	NB
32	Limestone Standard Abrasives	LSGS	Tons	NB
33	Sandstone Standard Abrasives	LSGS	Tons	NB
34	Steel Slag for SRIC	Slag	Tons	NB
35	Limestone MODIFIED Abrasives	Limestone Only	Tons	NB
36	Limestone MODIFIED Abrasives	LSGS	Tons	NB
37	Sandstone MODIFIED Abrasives	LSGS	Tons	NB
38	Cinders	Cinders	Tons	NB
39	Pea Gravel	LSGS	Tons	NB
40	#11 Limestone Abrasives	LSGS	Tons	NB
41	Quarry Waste	LSGS	Tons	\$11.00
42	Rip Rap	LSGS	Tons	\$16.00
43	Shot Rock	Limestone Only	Tons	\$17.00
44	Shot Rock	LSGS	Tons	\$17.00
45	Imbricated Stone	LSGS	Tons	NB

LSGS: Limestone, Sandstone, Gravel or Sand

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

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VENDOR NAME: Ace Aggregates, LLC

***Source Plant Address(es):** Philippi Quarry
Required 9989 Mountaineer Hwy
Parsons, WV 26287

***Pick Up Storage Location Address:** Clarksburg Sales Yard
**Required (if different from* 72 Perry Hollow Road
Source Plant address) Clarksburg, WV 26301

Contract Item	Description	Composition**	Unit of Measure	Bid Price
1	Class 1 Aggregate	Limestone Only	Tons	\$19.00
2	Class 1 Aggregate	LSGS	Tons	\$19.00
3	Class 1 Aggregate	Slag	Tons	NB
4	Class 2 Aggregate	Limestone Only	Tons	\$19.00
5	Class 2 Aggregate	LSGS	Tons	\$19.00
6	Class 2 Aggregate	Slag	Tons	NB
7	Class 10 Aggregate	LSGS	Tons	\$19.50
8	AASHTO #1 Aggregate	Limestone Only	Tons	\$21.50
9	AASHTO #1 Aggregate	LSGS	Tons	\$21.50
10	AASHTO #3 Aggregate	Limestone Only	Tons	NB
11	AASHTO #3 Aggregate	LSGS	Tons	NB
12	AASHTO #4 Aggregate	LSGS	Tons	\$22.00
13	AASHTO #467 Aggregate	LSGS	Tons	NB
14	AASHTO #57 Aggregate	Limestone Only	Tons	\$27.00
15	AASHTO #57 Aggregate	LSGS	Tons	\$27.00
16	AASHTO #67 Aggregate	Limestone Only	Tons	NB
17	AASHTO #67 Aggregate	LSGS	Tons	NB
18	AASHTO #7 Aggregate	Limestone Only	Tons	NB
19	AASHTO #7 Aggregate	LSGS	Tons	NB
20	AASHTO #8 Aggregate	Limestone Only	Tons	\$28.00
21	AASHTO #8 Aggregate	LSGS	Tons	\$28.00
22	AASHTO #8 MODIFIED	Limestone Only	Tons	NB
23	AASHTO #8 MODIFIED	LSGS	Tons	NB
24	AASHTO #9 Aggregate	Limestone Only	Tons	NB
25	AASHTO #9 Aggregate	LSGS	Tons	NB
26	AASHTO #9 MODIFIED	Limestone Only	Tons	NB

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR NAME: Ace Aggregates, LLC

***Source Plant Address(es):** Philippi Quarry
Required 9989 Mountaineer Hwy
Parsons, WV 26287

***Pick Up Storage Location Address:** Clarksburg Sales Yard
**Required (if different from* 72 Perry Hollow Road
Source Plant address) Clarksburg, WV 26301

Contract Item	Description	Composition**	Unit of Measure	Bid Price
27	AASHTO #9 MODIFIED	LSGS	Tons	NB
28	Stone for Gabions	Limestone Only	Tons	\$23.00
29	Stone for Gabions	LSGS	Tons	\$23.00
30	Fine Aggregate	LSGS	Tons	NB
31	Limestone Standard Abrasives	Limestone Only	Tons	NB
32	Limestone Standard Abrasives	LSGS	Tons	NB
33	Sandstone Standard Abrasives	LSGS	Tons	NB
34	Steel Slag for SRIC	Slag	Tons	NB
35	Limestone MODIFIED Abrasives	Limestone Only	Tons	NB
36	Limestone MODIFIED Abrasives	LSGS	Tons	NB
37	Sandstone MODIFIED Abrasives	LSGS	Tons	NB
38	Cinders	Cinders	Tons	NB
39	Pea Gravel	LSGS	Tons	NB
40	#11 Limestone Abrasives	LSGS	Tons	NB
41	Quarry Waste	LSGS	Tons	NB
42	Rip Rap	LSGS	Tons	\$24.00
43	Shot Rock	Limestone Only	Tons	NB
44	Shot Rock	LSGS	Tons	NB
45	Imbricated Stone	LSGS	Tons	NB

LSGS: Limestone, Sandstone, Gravel or Sand

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT240000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Ace Aggregates, LLC

Company


Authorized Signature

7-25-2023

Date

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

SOLICITATION NUMBER: CRFQ DOT2400000002

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2400000002 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Vendor Questions and Responses / Revised Pricing Page

Bid Opening remains 07/27/2023 at 1:30pm

Terms and Conditions:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2023

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 WatchTower Insurance Agency 117 E. Main Street Bridgeport, WV 26330	CONTACT NAME: John P. Aman, Jr.	
	PHONE (A/C, No., Ext): 304-848-7100	FAX (A/C, No): 304-848-7869
E-MAIL ADDRESS: jaman@watchtowerinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Federal Insurance Company		20281
INSURER B: Federal Insurance Company		20281
INSURER C:		
INSURER D: James River Insurance Company		12203
INSURER E: Brickstreet Mutual Insurance		12372
INSURER F: Chaplain Specialty Insurance		28860

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			36069259	09/30/23	09/30/24	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 2,000,000			PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY			73624031	09/30/23	09/30/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	Y				Y	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$	
D	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	00095963-4	09/30/23	09/30/24	EACH OCCURRENCE \$ 5,000,000
	DED RETENTION \$			AGGREGATE \$ 5,000,000				
				\$				
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCB1029818	10/01/24	10/01/24	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER Broad Form E.L.	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				Y	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
F	Blasting Coverage			36069259	09/30/24	09/30/24	\$1,000,000 - Occurrence \$2,000,000 - Aggregate \$2,500 - Retention	

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

WV Division of Highways is an Additional Insured on all policies except Workers Compensation policy and provided a Waiver of Subrogation on all policies, including Workers Compensation per blanket policy form. These policies are primary and non-contributory to any other policies of insurance. Thirty (30) day written notice of pending cancellation applies to all policies. The Excess Liability policy is "Following Form" covering the Commercial General Liability, Business Automobile Liability, Employers Liability and Time Element Pollution Liability. The Excess Liability Policy has a \$5,000,000 - Occurrence and \$5,000,000 - Aggregate limit Following Form. Along with an Additional Excess Liability Policy with \$5,000,000 - Occurrence and \$5,000,000 - Aggregate limit Liability policy Following Form.

CERTIFICATE HOLDER WV Division of Highways 1900 Kanawha Blvd E 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 <i>John P. Aman, Jr.</i>
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REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency

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, Cinders and Slag for Pick Up by Agency from Vendor's designated storage sites, for use on WVDOH projects throughout the state of West Virginia.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **"ADO" and "Agency Delivery Order"** - a written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.

 - 2.2 **"AASHTO"** - the American Association of State Highway and Transportation Officials is a standard setting body which publishes specifications, test protocols, and guidelines that are used in highway design and construction throughout the United States; www.transportation.org.

 - 2.3 **"Contract Item(s)"** – means the list of items available for Vendor to provide pricing as identified in Section 3.2 of this Solicitation and referenced throughout.

 - 2.4 **"Contractor" or "Vendor"** - interchangeably 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 Specs edition, as amended, including any Supplementals and refers to 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.

 - 2.5 **"Emergency Request"** – orders requiring to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a representative of the WVDOH.

 - 2.6 **"FOB" or "Free on Board"** - indicates that the price for goods includes delivery at the Vendor's expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.

 - 2.7 **"Liquidated Damages"** - monetary compensation due from the Vendor in the event the Vendor's performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such

REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency

deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 6.3.1 of these Specifications.

- 2.8 “MP” and/or “MCS&T” - means the Materials Procedures as administered by the WVDOH Materials Control, Soil and Testing Division who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. <https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>
- 2.9 “Pricing Pages,” “Attachment A,” and “ATT A” - the schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
- 2.10 “Solicitation” - the official notice of an opportunity to supply the State with goods or services.
- 2.11 “Standard Specs” - used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.12 “WVDOH” or “Agency” – means the West Virginia Division of Highways.

3. **GENERAL REQUIREMENTS:**

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

Materials, equipment, and performance of this contract shall conform to, but are not limited to, the requirements of Sections 401,702, 703, 704, and 716.1.1 as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>. Hard copies of these publications may be purchased from Technical Support Division, by completing the Specification Order Form provided within the website.

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

REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency

3.2.1 Materials: All materials bid and provided under this contract must meet or exceed mandatory requirements as shown below and adhere to the Standard Specs, as amended:

3.2.1.1 Fine Aggregate must adhere to Standard Spec Section 702. Fine Aggregate on the Pricing Pages, ATT A, shall be for Portland Cement Concrete or mortar sand. The type shall be specified by the Agency on the ADO.

3.2.1.2 Coarse Aggregate must adhere to Standard Spec 703. Coarse Aggregate on the Pricing Pages, ATT A, is identified by an AASHTO standard size. Except for the following Contract Items, grading on all specified sieve sized for material and grading shall adhere to AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11:

- AASHTO #7
- AASHTO #8
- AASHTO #9
- AASHTO #8 Modified
- AASHTO #9 Modified

3.2.1.3 Crushed Stone must adhere to Standard Spec 703.1.

3.2.1.4 Rip Rap must adhere to Standard Spec 704.2.

3.2.1.5 Stone For Gabions must adhere to Standard Spec 704.3.

3.2.1.6 Shot Rock must adhere to Standard Spec 704.8.

3.2.1.7 Abrasives: In addition to meeting the gradation requirements of AASHTO #8 and #9 aggregate in table 703.4, Modified AASHTO # 8 and Modified AASHTO #9 aggregate shall have a maximum of 2% passing the #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 #8 and Modified AASHTO #9 aggregate shall meet all other requirements for AASHTO #8 and AASHTO #9 aggregate.

A. Quality

- Liquid limit shall not exceed 25 and plasticity index shall not exceed six (6).

REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency

- Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard # 4 (4.75 mm) sieve.
- When gravel is used as an abrasive, the material retained on the AASHTO #8, the sieve shall have a majority of crushed particles.

B. Gradation: Material shall adhere to AASHTO T-27:

Sieve Size	% Passing By Weight	
	Standard	Modified
1/2 inch	100	100
3/8 inch	85-100	85-100
# 100	0-10	0-4

3.2.1.8 Cinders consist 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.

A. Quality

- Total deleterious substances, including but not limited to metal, glass, clay, shale, and thin or elongated pieces, shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the US Standard # 4 (4.75 mm) sieve.

B. Gradation: Material shall adhere to AASHTO T-27.

Sieve Size	% Passing By Weight
1/2 inch	100
3/8 inch	85-100
# 100	0-10

3.2.1.9 Aggregate For Base and Sub-Base must adhere to Standard Spec 704.6. Aggregate for base and sub-base on ATT A are identified by Class.

3.2.1.10 #8 Modified and #9 Modified must adhere to Standard Spec 703.3. In addition to meeting the gradation requirements of

**REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency**

AASHTO #8 and #9 aggregate in table 703.4, Modified AASHTO #8 and Modified AASHTO #9 aggregate shall have a maximum of 2% passing the #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 #8 and Modified AASHTO #9 aggregate shall meet all other requirements for AASHTO #8 and AASHTO #9 aggregate.

Except for the following Contract Items, grading on all specified sieve sized for material and grading shall adhere to AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11

- AASHTO #7
- AASHTO #8
- AASHTO #9
- AASHTO #8 Modified
- AASHTO #9 Modified

3.2.1.11 #11 Limestone for SRIC must adhere to Standard Spec 703.1.

A. Quality

- The liquid limit shall not exceed 25 and plasticity index shall not exceed six (6).
- Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 1% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard # 8 (2.36 mm) sieve.

B. Gradation – Material shall adhere to AASHTO T-27:

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

3.2.1.12 Quarry Waste shall adhere to Standard Specs 716.1.1 Random Material, as amended.

3.2.1.13 Steel Slag for SRIC must adhere to Standard Spec 703.3.

**REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency**

A. Quality

- The liquid limit shall not exceed 25 and the plasticity index shall not exceed six (6).
- Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard # 4 (4.75 mm) sieve.

B. Gradation – materials shall adhere to AASHTO T-27:

Sieve Size	% Passing By Weight
1/2 inch	100
3/8 inch	85–100
#100	0–20

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

3.2.2 Sampling And Testing for quality of all items furnished in this contract will be the responsibility of 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 (6) days of shipment (or if tested during production, at least one sample every six days of production). All samples taken by Vendor shall be by a Certified Aggregate Sampler or Certified Aggregate Inspector. Tests shall be performed by a Certified Aggregate Inspector. Other minimum frequencies shall be:

REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency

Property	Frequency
Gradation Delivered Material	One sample per each day of shipment or if tested during production, one sample per each day of production. See 3.2.2.1.
Gradation	(A-1 Source) One sample per each week of shipment per MP 700.00.52, Guide for Source Rating System Relative to Maintenance Contracts, as amended; or if tested during production, one sample per each day of production. See 3.2.2.1.
	(A-2 Source) One sample per 250 tons shipped and a minimum of one per week shipment.
Moisture Content	See 3.2.2.2.

3.2.2.1 The vendor shall provide gradation test results attesting to the gradation of materials delivered. Gradation results from the production source will be acceptable. **Gradation test results shall be sent to the Materials Department of each District the aggregate was delivered to within 72 hours of delivery.** The WVDOH will enter the gradations into the AASHTO Wear Project (AWP) system within one week of receiving the gradations.

3.2.2.2 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 moisture content by standard methods per established Division procedures. If this becomes necessary, the net weight of portion represented will be adjusted utilizing test results obtained by WVDOH per MP 700.00.22. Abrasives and Steel Slag Items will be considered fine aggregate as outlined in MP 700.00.22.

3.2.3 Acceptance Plan: Per Standard Specs 703, crushed stone shall consist of particles of clean, hard, tough, durable rock, free from adherent and foreign material. Acceptance for gradation shall be based on test results, provided, and certified by Vendor to be true test results and representative of the material supplied to 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. When 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 per

REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency

Vendor's quality control plan outlined in MP 700.00.51 Guide for Quality Control and Acceptance Plans for Purchase Order Contracts for Stone and Aggregate, as amended. Vendor shall provide gradation test results to the Agency within 72 hours.

- 3.2.4 Sampling Testing & Evaluation:** As per Standard Specs 704, the Agency reserves the right to have materials sampled, tested, and evaluated material deliveries. If material fails to comply with WVDOH quality requirements, the Agency, at its own discretion, shall notify Vendor that the nonconforming material will not be accepted and shall be removed and replaced at Vendor's expense, or at the option of the ordering Agency, may be left in place with reduced payment.

At the discretion of the Agency, material failing to comply with the quality requirements will not be accepted. Acceptance for gradation shall be based on test results, provided, and certified by Vendor to be true test results and representative of the material supplied to 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 per the Vendor's quality control plan outlined in MP 700.00.51, Guide for Quality Control and Acceptance Plans for Purchase Order Contracts for Stone and Aggregate, as amended. Vendor shall provide the gradation test results to the WVDOH within 72 hours.

Gradation test results shall be averaged per MP 300.00.51, Procedural Guidelines for Maintaining Control Charts for Aggregate Gradations, as amended. When the average falls outside the applicable limits, the entire lot of material represented thereby will be considered non-conforming to the extent that the last of its sub-lots is non-conforming. When a lot of material is nonconforming, then the last sub-lot contained therein shall have its degree of non-conformance determined as set forth below.

- 3.3.1.1 Non-Conformance Price Adjustment:** 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. 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 determined shall apply. When the total degree of non-conformance has been established and it is 12 or less, the material will be paid for at an adjusted contract price as specified in Table 2.

**REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency**

Table 1

Non-Conforming Sieve Size	Multiplication Factor
Plus #40	1
#40	1.5
#50	1.5
#100	2.0 (1.3 for Abrasives & Cinders)
#20	2.5
1/2"	1
3/8"	1

Table 2

Degree of Non-Conformance	Percent Of Contract Price to Be Reduced
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	*

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

3.3.1.2 Non-Conforming Sub-Lots: In the event the WVDOH picks up 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 this 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 picked up, multiply the percent of non-conforming material contained in the stockpile by the quantity picked up, 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 picked up, say 15 tons, will be multiplied by 0.10 (10 percent failing material) which equals 1.5 tons. These 1.5 tons

REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency

will thus have its price reduced by 4 percent. The remaining 13.5 tons will be paid for at full contract price.

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

3.2.5 Continuous Stockpile: In the event material is picked up 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.

3.2.6 Emergency Requests: Emergency requests as ordered by WVDOH District Engineer, or their designee are orders which shall be initiated within 24 hours from when the order is received by the vendor. The determination of emergency work will be in accordance with Section 2.5 of this Solicitation and prominently noted on ADO. Designated emergency requests will be paid at 1.50 times the vendors bid price.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. This is a multiple vendor award contract. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.

4.1.1 Determining Low Bid Per Project: To determine the low bid vendor for individual projects, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects. A written ADO will be issued to the Vendor with the lowest overall total cost. The agency will factor mileage into this calculation using a haul cost of \$1.50 for the first ton-mile and \$0.25 for each additional

REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency

ton-mile. This haul rate is for Agency expense assessment purposes only and is not billed to the Vendor.

WVDOH reserves the right to request any one or combination of Contract Items for which bids are awarded at the lowest overall total as set forth in this section.

- 4.2 Pricing Pages, Attachment A (“ATT A”):** Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed. Vendor may bid any or all Contract Items. Vendor shall factor into their bid prices any related overhead expenses, equipment, materials, and labor related to loading WVDOH trucks, when calculating their bid price for each Contract Items. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor’s bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

The Pricing Pages contain a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

4.2.1 Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov

4.2.2 Vendor shall supply its pricing with corresponding plant source and storage site information for all Items bid.

4.2.3 Changing a column or row description, Contract Item description, unit of measure on the **Pricing Pages, Attachment A (ATT A)** shall result in the disqualification of Contract Item bid on the altered line.

4.2.4 Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2, such as pricing pages from a previous solicitation, shall result in the disqualification of Vendor’s bid in its entirety.

4.2.5 Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award. **Failure to submit ATT A with bid submission will result in the disqualification of the Vendors entire bid.**

- 4.3 Contract Award Transition:** Upon award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the

**REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency**

Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any order issued prior to the award of the contract shall remain in effect and should not be cancelled until that order is filled; however, after 10 working days of the Districts and Vendors notice, any order that has not been completely filled by the Vendors shall NOT be completed and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that order only. No orders from prior contracts should be held open by the Districts or Vendors longer than 10 working days after the effective date of use is announced for the new contract.

- 4.4 Cooperative Contracting:** The purchase prices on all Contract Items herein, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.
- 4.5 Price Adjustment of Fuel Oil #2 (Diesel Fuel):** Due to the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract, adjustment in compensation for applicable items shall be per Standard Specs 109.9, as amended, with the exception that Factor “C” in the Price Adjustment for Fuel formula is to be broken down by component, as shown in Figure 4.5A below.

The Price Adjustment for Fuel formula to be utilized for this contract is:

$$Pa = [(Mbp \div Cbp) - 1.00] \times Cbp \times C \times Q$$

Where: Pa = Price Adjustment
Mbp = Monthly base price at time of placement
Cbp = Contract Base Price at time of bidding*
C = Cost Adjustment Factors per Unit, as per Figure 4.5A
Q = ‘As Constructed’ Quantity

FIGURE 4.5A

Description	Factor	Unit	Applicable Item
Aggregate Production	0.49	Tons	All Contract Items

The bidding index will be listed on the Contract Administration website for Fuel, Asphalt and Cement Prices Adjustments listed for July 2023. Contract Base Price at time of bid will be based on July 2023.

<https://transportation.wv.gov/highways/contractadmin/Lettings/Pages/FuelandAsphaltPrices.aspx>

- 4.6 Price Adjustments at Renewal:**

REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency

4.6.1 Except for the monthly fuel adjustment referenced in Section 4.5, price adjustments may only be considered annually at the contract renewal, and only if WVDOH and the renewing vendor agrees to renew the contract for another year under the same terms, conditions, and specifications.

4.6.2 Contract Items will be adjusted proportionally, upwards, or downwards, based on the percentage change from 12 months prior to the date of renewal submission using monthly rate in the FRED Economic Data, Producer Price Index by Commodity: Nonmetallic Mineral Products: Construction Sand, Gravel and Crushed Stone (WPU132101) at <https://fred.stlouisfed.org>.

EXAMPLE:

- The January 2021 index rate was 371.800.
- The January 2022 index rate was 397.430.
- The bid price for Contract Item 1, at the time of bid: \$15 Ton

A 6.89% increase in the Construction Sand, Gravel and Crushed Stone Producers Price Index occurred between January 2021 and January 2022. Contract Item 1 would be adjusted proportionally to match the percentage change in the index – therefore will be increased by 6.89% will be applied. The contract price for this Contract Item during the renewal period will be adjusted to \$16.03.

4.6.3 Price adjustments shall be memorialized by a written Change Order which must be reviewed and approved by the West Virginia Purchasing Division, and as to form by the Attorney General's Office, to be effective. Adjusted pricing will not take effect until the effective date of such Change Order and cannot be retroactive.

5. ORDERING AND PAYMENT:

5.1 **Ordering:** Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

5.2 **Agency Delivery Order ("ADO"):** District personnel should issue an Agency Delivery Order (ADO) from OASIS for specific quantities of materials based on each project's requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will

REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency

become the agreed upon official start and end dates. The ADO must be created in OASIS and approved to "Final", prior to placing the order with the vendor. The District is responsible for creating the ADO in OASIS and is required to submit the approved order, in writing, directly to the vendor via mail, email or fax. **Verbal communication with the vendor is not considered an official order.** In the event the vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from OASIS.

Emergencies shall be prominently noted on the ADO. Once complete, the ADO shall be sent to Vendor via fax, email, or mail.

- 5.3 Payment:** Upon completion of the work indicated on the ADO, 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, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 6.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH ADO, the Vendor shall advise the WVDOH in writing within three (3) calendar days of their acceptance or refusal of the ADO. As verification of receipt, **Vendor must provide written acknowledgement of any ADOs, and any Revisions/Modifications thereto sent by WVDOH.** Failure to provide the WVDOH with written acknowledgement of any ADOs/Revisions within three (3) days of the Order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.
- 6.2 Delivery Time:** Vendor shall promptly commence and complete standard orders within five (5) working days after orders are received. If for any reason the Vendor anticipates delay or failure for any reason to commence its delivery/provision of 100% of the ordered Contract Items, Vendor shall provide, *in writing*, to the ordering Agency the reason for its failure no later than three (3) business days prior to the Agency Delivery Order/Release Order date, and no later than 4:00pm.

Vendor shall deliver emergency orders within 24 hours of the order date, or per the agreed upon timeframe established by the Agency and the Vendor.

REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency

Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. No Vendor is authorized to ship project related goods or begin work/services, nor is the WVDOH authorized to receive materials, prior to the issuance of an ADO.

6.3 Late Delivery: The Agency placing the order under this Contract must be notified in writing 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 another awarded vendor or proceed with an Emergency Purchase from the open market.

The Agency placing the ADO under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the scheduled start date from the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written ADOs/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates, or failure to provide Contract Items in compliance with the quality requirements of this contract, may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the ADO and application of Liquidated Damages.

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

6.3.1 Liquidated Damages: If the Vendor's work completion or corrections of deficient work/materials exceeds the ADO completion due date or timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOH's specified ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

**Table 108.7.1
Schedule of Liquidated Damages**

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
\$0	\$500,000	\$350
\$500,000	\$2,000,000	\$650
\$2,000,000	\$10,000,000	\$1,600
\$10,000,000	\$25,000,000	\$3,100
\$25,000,000		\$4,200

REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency

- 6.3.2 Force Majeure:** It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.
- 6.4 Return of Unacceptable Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. 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 arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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.

REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency

- 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 release 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 to the Solicitation 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, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 **Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. 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: Jason Manning
Telephone Number: 304-842-9050 ext 104
Fax Number: 304-842-9051
Email Address: JManning@AceAggregatesLLC.com

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2023

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 WatchTower Insurance Agency 117 E. Main Street Bridgeport, WV 26330	CONTACT NAME: John P. Aman, Jr. PHONE (A/C, No, Ext): 304-848-7100 FAX (A/C, No): 304-848-7869 E-MAIL ADDRESS: jaman@watchtowerinsurance.com														
INSURED Rose Holdings, LLC DbA Ace Aggregates 70 Columbia BLVD 9899 Mountaineer Hwy Parsons, WV 26287 Clarksburg, WV 26301	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D: James River Insurance Company</td> <td style="text-align: center;">12203</td> </tr> <tr> <td>INSURER E: Brickstreet Mutual Insurance</td> <td style="text-align: center;">12372</td> </tr> <tr> <td>INSURER F: Chaplain Speciality Insurance</td> <td style="text-align: center;">28860</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Federal Insurance Company	20281	INSURER C:		INSURER D: James River Insurance Company	12203	INSURER E: Brickstreet Mutual Insurance	12372	INSURER F: Chaplain Speciality Insurance	28860
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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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			36069259	09/30/23	09/30/24	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$	
B	AUTOMOBILE LIABILITY			73624031	09/30/23	09/30/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y				Y	BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
D	UMBRELLA LIAB			00095963-4	09/30/23	09/30/24	EACH OCCURRENCE \$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR	Y				Y	AGGREGATE \$ 5,000,000
		<input type="checkbox"/> CLAIMS-MADE						\$
DED RETENTION \$								
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCB1029818	10/01/24	10/01/24	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER Broad Form E.L.	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				Y	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Blasting Coverage	Y	Y	36069259	09/30/24	09/30/24	\$1,000,000 - Occurrence \$2,000,000 - Aggregate \$2,500 - Retention	

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

WV Division of Highways is an Additional Insured on all policies except Workers Compensation policy and provided a Waiver of Subrogation on all policies, including Workers Compensation per blanket policy form. These policies are primary and non-contributory to any other policies of insurance. Thirty (30) day written notice of pending cancellation applies to all policies. The Excess Liability policy is "Following Form" covering the Commercial General Liability, Business Automobile Liability, Employers Liability and Time Element Pollution Liability. The Excess Liability Policy has a \$5,000,000 - Occurrence and \$5,000,000 - Aggregate limit Following Form. Along with an Additional Excess Liability Policy with \$5,000,000 - Occurrence and \$5,000,000 - Aggregate limit Liability policy Following Form.

CERTIFICATE HOLDER **CANCELLATION**

WV Division of Highways 1900 Kanawha Blvd E Charleston, WV 25305	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
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**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR INSTRUCTIONS: Vendor shall provide their Source Plant address, Pick Up Storage Location Address, and bid pricing for the Contract Item listed below. Vendor may bid any or all Contract Items. Failure to provide Source Plant and Pick Up Storage Location information will result in the disqualification of the entire bid. This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the contract specifications. Estimated quantities are not available.

VENDOR NAME: Ace Aggregates, LLC

***Source Plant Address(es):** Philippi Quarry
Required 9989 Mountaineer Hwy
Parsons, WV 26287

***Pick Up Storage Location Address:** Clarksburg Sales Yard
**Required (if different from* 72 Perry Hollow Road
Source Plant address) Clarksburg, WV 26301

Contract Item	Description	Composition**	Unit of Measure	Bid Price
1	Class 1 Aggregate	Limestone Only	Tons	\$19.00
2	Class 1 Aggregate	LSGS	Tons	\$19.00
3	Class 1 Aggregate	Slag	Tons	NB
4	Class 2 Aggregate	Limestone Only	Tons	\$19.00
5	Class 2 Aggregate	LSGS	Tons	\$19.00
6	Class 2 Aggregate	Slag	Tons	NB
7	Class 10 Aggregate	LSGS	Tons	\$19.50
8	AASHTO #1 Aggregate	Limestone Only	Tons	\$21.50
9	AASHTO #1 Aggregate	LSGS	Tons	\$21.50
10	AASHTO #3 Aggregate	Limestone Only	Tons	NB
11	AASHTO #3 Aggregate	LSGS	Tons	NB
12	AASHTO #4 Aggregate	LSGS	Tons	\$22.00
13	AASHTO #467 Aggregate	LSGS	Tons	NB
14	AASHTO #57 Aggregate	Limestone Only	Tons	\$27.00
15	AASHTO #57 Aggregate	LSGS	Tons	\$27.00
16	AASHTO #67 Aggregate	Limestone Only	Tons	NB
17	AASHTO #67 Aggregate	LSGS	Tons	NB
18	AASHTO #7 Aggregate	Limestone Only	Tons	NB
19	AASHTO #7 Aggregate	LSGS	Tons	NB
20	AASHTO #8 Aggregate	Limestone Only	Tons	\$28.00
21	AASHTO #8 Aggregate	LSGS	Tons	\$28.00
22	AASHTO #8 MODIFIED	Limestone Only	Tons	NB
23	AASHTO #8 MODIFIED	LSGS	Tons	NB
24	AASHTO #9 Aggregate	Limestone Only	Tons	NB
25	AASHTO #9 Aggregate	LSGS	Tons	NB
26	AASHTO #9 MODIFIED	Limestone Only	Tons	NB

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR NAME: Ace Aggregates, LLC

***Source Plant Address(es):** Philippi Quarry
Required 9989 Mountaineer Hwy
Parsons, WV 26287

***Pick Up Storage Location Address:** Clarksburg Sales Yard
**Required (if different from* 72 Perry Hollow Road
Source Plant address) Clarksburg, WV 26301

Contract Item	Description	Composition**	Unit of Measure	Bid Price
27	AASHTO #9 MODIFIED	LSGS	Tons	NB
28	Stone for Gabions	Limestone Only	Tons	\$23.00
29	Stone for Gabions	LSGS	Tons	\$23.00
30	Fine Aggregate	LSGS	Tons	NB
31	Limestone Standard Abrasives	Limestone Only	Tons	NB
32	Limestone Standard Abrasives	LSGS	Tons	NB
33	Sandstone Standard Abrasives	LSGS	Tons	NB
34	Steel Slag for SRIC	Slag	Tons	NB
35	Limestone MODIFIED Abrasives	Limestone Only	Tons	NB
36	Limestone MODIFIED Abrasives	LSGS	Tons	NB
37	Sandstone MODIFIED Abrasives	LSGS	Tons	NB
38	Cinders	Cinders	Tons	NB
39	Pea Gravel	LSGS	Tons	NB
40	#11 Limestone Abrasives	LSGS	Tons	NB
41	Quarry Waste	LSGS	Tons	NB
42	Rip Rap	LSGS	Tons	\$24.00
43	Shot Rock	Limestone Only	Tons	NB
44	Shot Rock	LSGS	Tons	NB
45	Imbricated Stone	LSGS	Tons	NB

LSGS: Limestone, Sandstone, Gravel or Sand