



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

# Request for Quotation

RFQ NUMBER
667C0021

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

VENDOR

\*721143636      304-296-7501  
 LAUREL AGGREGATES INC  
 PO BOX 1209  
 MORGANTOWN WV 26507

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED 03/27/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 04/11/2007      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
PAGE 1, EXHIBIT 3 - FIRST TWO SENTENCES READS: LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS.						
PAGE 1, EXHIBIT 3 - FIRST TWO SENTENCES TO READ: LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF SIX (6) MONTHS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED SIX (6) MONTHS.						
BID OPENING DATE AND TIME REMAINS THE SAME.						
NO OTHER CHANGES.						
0001	1	EA		750-35		
STONE AND AGGREGATE						

RECEIVED

2007 APR 10 A 10:02

PURCHASING DIVISION  
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-296-7501	DATE 4/9/07
TITLE Sales Asso.	FEIN 55-0737030	ADDRESS CHANGES TO BE NOTED ABOVE

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

## PURCHASING CONTINUATION SHEET

Buyer: JJ-33	Page 2	Req. or P.O. No.: 667C0021
Spending Unit:		

Vendor:

Requisition No.: 667C0021

## ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

## Addendum No.'s:

No. 1   X    
 No. 2             
 No. 3             
 No. 4             
 No. 5           

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids.


  
 \_\_\_\_\_  
 Signature  
 Laurel Aggregates, Inc.  
 \_\_\_\_\_  
 Company  
 4/9/07  
 \_\_\_\_\_  
 Date

EXHIBIT 10



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0001	1	EA		750-35		
<p>STONE AND AGGREGATE</p> <p>OPEN END CONTRACT</p> <p>TO FURNISH MATERIALS, EQUIPMENT AND LABOR TO SUPPLY STONE AND AGGREGATE TO THE WEST VIRGINIA DIVISION OF HIGHWAYS, DISTRICTS ONE THROUGH TEN AT THE LOCATIONS AND UNDER THE CONDITIONS SPECIFIED HEREINAFTER.</p> <p>NOTE: (1) VENDORS CAN COMPLETE BIDDING SCHEDULES AT OUR WEBSITE. WWW.STATE.WV.US/ADMIN/PURCHASE            (2) VENDORS DO NOT NEED TO SEND IN BLANK PAGES, (IE. SITES YOU ARE NOT BIDDING ON.)            (3) VENDORS SHOULD STAMP EACH PAGE AT THE TOP WITH COMPANY NAME AND NUMBER PAGES CHRONOLOGICALLY THAT YOU ARE SUBMITTING.            (4) NUMBER 12 - BIDDING SCHEDULE - VENDORS MAY MAKE DUPLICATES OF THESE PAGES IF QUOTING DIFFERENT STORAGE SITES.</p> <p>SEE ATTACHED</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS</p>						

SIGNATURE				SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE		DATE	
						304-296-7501		4/09/07	
TITLE			FEIN		ADDRESS CHANGES TO BE NOTED ABOVE				
Sales Asso.			55-0737030						

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<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE,</p>						

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5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: ( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR (X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR ( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION. B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: ( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID						

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<p>ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;            OR            ( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p>						

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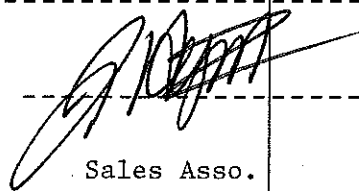
\*721143636      304-296-7501  
**LAUREL AGGREGATES INC**  
**PO BOX 1209**  
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<p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p style="text-align: right;">BIDDER: <u>Laurel Aggregates, Inc.</u></p> <p style="text-align: right;">DATE: <u>4/9/07</u></p> <p style="text-align: right;">SIGNED: </p> <p style="text-align: right;">TITLE: <u>Sales Asso.</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p>						

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***** THIS IS THE END OF RFQ 667C0021 ***** TOTAL:						_____

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## 1. SPECIFICATIONS

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

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

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

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

West Virginia Division of Highways  
Contract Administration Division, Room 729  
1900 Kanawha Boulevard, East, Building 5  
Charleston, West Virginia 25305

### MATERIAL SPECIFICATIONS ARE AS FOLLOWS:

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

**NOTE 1:** Fine aggregate on the bid schedule shall be considered to be fine aggregate for portland cement concrete or mortar sand, the particular type to be specified in State Contract Purchase Orders (SCO'S). Coarse aggregate on the bid schedule is identified by an AASHTO standard size; e.g., AASHTO Size No. 1, AASHTO Size No. 467, etc. Aggregate for base and sub-base on the bid schedule is identified by class; e.g., Class 1, Class 2, and Class 9, etc.

**NOTE 2: CINDERS WILL NOT BE CONSIDERED in this Purchase Requisition.**

**NOTE 3: Abrasives shall conform to the following specifications:**

**A. Quality**

1. Crushed sandstone shall not be used as an abrasive.
2. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
3. Total deleterious substances including but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard #4 (4.75 mm) sieve.
4. When gravel is used as an abrasive, the material retained on the #8, sieve shall have a majority of crushed particles.

**B. Gradation**

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

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

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

**NOTE 5:** With exception of the following contract items, grading on all specified sieve sized for material furnished shall be determined by AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11:

- Item I, AASHTO #7
- Item J, AASHTO #8
- Item K, AASHTO #9
- Item R, AASHTO #8 Modified
- Item S, AASHTO #9 Modified

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

## 2. BIDDING INSTRUCTIONS

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

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

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

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

## 3. DETERMINING LOW BID

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

### TONS PER CUBIC YARD FACTORS\*

ITEM	TYPE OF MATERIAL			BLAST FURNACE	
	LIMESTONE	SANDSTONE	GRAVEL	SLAG	STEEL SLAG
Class 1, 2, 9	1.46	1.46 (2920)	1.46 (2920)	1.36 (2720)	1.81 (3620)
AASHTO Sizes #1 thru #7	1.30 (2600)	1.30 (2600)	1.30 (2600)	1.04 (2080)	1.61 (3220)
AASHTO Sizes #8 thru #10	1.32 (2640)	1.32 (2640)	1.32 (2640)	1.20 (2400)	1.61 (3220)
Gabions	1.31 (2620)	1.31 (2620)	1.31 (2620)	-----	-----
Shot Rock, Riprap	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)

\*Numbers in parenthesis are pounds per cubic yard

## 4. CONTRACT AWARD

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

- a. A State Contract Purchase Order (SCO) specifying Division of Highways pick up or Vendor delivery to project site will be issued to the low bidder when a specific type and quantity of material is to be purchased for use on a designated project.
- b. A Blanket State Contract Purchase Order (SCO) specifying Division of Highways pick F.O.B. Vendors Storage Site, may only be issued when material for routine highway maintenance operations at various locations is to be purchased. When material is secured on an SCO of this nature, the District Engineer/Manager shall take those steps necessary to assure that material is secured from the Vendor which results in the lowest cost to the Division. Factors to be considered shall include, but are not limited to; bid price of material, haul cost at \$1.50 for the first ton-mile and \$0.25 for each additional mile.

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

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

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

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

## 5. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

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

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

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

**6. HAULING AGGREGATE TO STATE PROJECTS BY CONTRACTOR**

The most direct suitable route from the Vendor's aggregate storage site to the midpoint of the project will be determined by the Division and used to compute haul distance for the purpose of determining low bid, and also for the purpose of determining payment. The Contractor shall deposit aggregates at the project site at the locations and in the manner directed by the Division of Highways. This may include tailgating the aggregate into an aggregate spreader or onto a roadway, or dumping the aggregate into a stockpile.

**7. WEIGHING MATERIALS DELIVERED BY TRUCK**

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

**8. WEIGHING MATERIALS DELIVERED BY MODES OF TRANSPORTATION OTHER THAN TRUCKS**

Materials delivered to the designated site by barge, or other non-truck modes shall have their weight determined by a means acceptable to the Division, and the weights of materials so shipped shall be certified, by the Vendor or his authorized agent, to be correct.

The minimum barge delivery requested will be approximately 6,500 tons per SCO. When barge delivery is required contract item will be ordered in 1500 ton increments.

**9. SAMPLING AND TESTING**

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

Other minimum frequencies shall be in accordance with the following:

**Property**

**Frequency**

Gradation-Delivered Material

One sample per each day of shipment (or if tested during production, one sample per each day of production). See Note 1 below.

**Gradation-Division Pick-up**

(Division pick up; A-1 Source)  
 One sample per each week of shipment per MP 700.00.52; or if tested during production, one sample per each day of production. See Note 1 below.

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

**Moisture Content (See Note 2)**

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

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

**NOTE 2:** In the event visual inspection of the aggregate indicates excess or unusual moisture beyond that normally expected in the aggregate, the Division reserves the right to determine the moisture content by standard methods. If this becomes necessary, the net weight of the portion represented will be adjusted utilizing the test results obtained by the Division in accordance with MP 700.00.22. Items "N" & "O" (Abrasives) will be considered fine aggregate outlined in MP 700.00.22.

**10. ACCEPTANCE PLAN**

Material failing to comply with the quality requirements will not be accepted. Acceptance for gradation shall be on the basis of test results, provided and certified by the Vendor to be true test results and representative of the material supplied to the Division, on consecutive random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sublots). A subplot 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 subplot and lot will be considered the same. Frequency of sampling and testing shall be in accordance with the Vendor's quality control plan outlined in MP 700.00.51. The Vendor shall provide the gradation test results to the Division within 72 hours.

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



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

TABLE I

<u>NONCONFORMING SIEVE SIZE</u>	<u>MULTIPLICATION FACTOR</u>
Plus #40	1
#40	1.5
#50	1.5
#100	2.0 (1.3 for abrasives)
#200	2.5

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

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

TABLE 2

<u>DEGREE OF NONCONFORMANCE</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 Division will make a special evaluation of the material and determine the appropriate action.

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

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

**Example:**

If it has been determined that a stockpile of 100 tons contains 10 percent failing material, and said material is to have its price reduced by 4 percent, then the actual quantity delivered, say 15 tons, will be multiplied by 0.10 (10 percent failing

$$TD \left[ 1 - \frac{PQ_n}{100Q_t} \right] = AP \text{ (price to be paid after adjustment)}$$

material) which equals 1.5 tons. This 1.5 tons will thus have its price reduced by 4 percent. The remaining 13.5 tons will be paid for at full contract price.

WHERE T: = tonnage delivered  
 P = percent price reduction  
 D = cost per ton  
 Q<sub>n</sub> = quantity of nonconforming subplot(s)  
 Q<sub>t</sub> = quantity of total stockpile

If two (2) sublots are nonconforming within the stockpile, calculate each separately for the adjusted payment on the quantity delivered (as above). Add these two adjusted payments together and subtract from the total the price to be paid before adjustment for tonnage delivered (TD). If three (3) sublots are nonconforming, calculate each separately and subtract twice the price to be paid before adjustment for tonnage delivered, and so on. Example:

$$(AP_1 + AP_2) - TD = \text{Final price to be paid after adjustments}$$

OR

$$(AP_1 + AP_2 + AP_3) - 2 TD = \text{Final price to be paid after adjustments}$$

Where: AP = price to be paid after initial adjustment for one nonconforming subplot determined by the above equation.

T = tonnage delivered  
 D = cost per ton

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

## 11. VENDOR'S INVOICES

Vendor's invoices must be submitted in original and one copy and contain the following:

- a. All weigh ticket numbers for material delivered during the invoicing period.

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

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

**12. BIDDING SCHEDULE**

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

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

Lake Lynn Quarry  
 \_\_\_\_\_  
 Gans, PA  
 \_\_\_\_\_  
 \_\_\_\_\_

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

1/2 mile north of PA/WV line Rt 857, Morgantown, WV  
 \_\_\_\_\_  
 \_\_\_\_\_

Con- Tract Item	Description of Aggregate	Bid Price Per Ton F.O.B. Vendor's Storage Site		
		LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1 Aggregate	\$8.50	_____	_____
B	Class 2 Aggregate	_____	_____	_____
C	AASHTO #1 Aggregate	9.50	_____	_____
D	AASHTO #3 Aggregate	9.50	_____	_____
E	AASHTO #4 Aggregate	9.50	_____	_____
F	AASHTO #467 Aggregate	_____	_____	_____
G	AASHTO #57 Aggregate	11.50	_____	_____
H	AASHTO #67 Aggregate	11.50	_____	_____
I	AASHTO #7 Aggregate	_____	_____	_____
J	AASHTO #8 Aggregate	14.00	_____	_____
K	AASHTO #9 Aggregate	_____	_____	_____

**BIDDING SCHEDULE (Continued)**

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

L	Stone for Gabions	13.00	_____	_____
M	Fine Aggregate	6.00	_____	_____
N	Standard Abrasives		_____	_____
O	Modified Abrasives		_____	_____
P	Riprap	15.00	_____	_____
Q	Shot Rock	10.00	_____	_____
R	AASHTO #8 Modified		_____	_____
S	AASHTO #9 Modified		_____	_____
T	Pea Gravel		_____	_____
U	<b>Haul by Vendor (Except Items Q and P):</b>			
	@	\$2.00	_____	\$ for First Ton-Mile
	@	.25	_____	\$ for Each Additional Ton Mile
V	<b>Haul by Vendor (Items Q and/or P):</b>			
	@	\$3.00	_____	\$ for First Ton-Mile
	@	.25	_____	\$ for Each Additional Ton-Mile



12. BIDDING SCHEDULE

DISTRICT FOUR

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

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

HARRISON COUNTY (CORRIDOR D)

A	Class 1	1000	Tunnel Hill
J	No. 8	3000	Tunnel Hill
L	Gabion Stone	500	Tunnel Hill
N	Standard Abr.	2000	Tunnel Hill
O	Modified Abr.	2000	Tunnel Hill
Q	Shot Rock	500	Tunnel Hill

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG

HARRISON COUNTY (I-79)

A	Class 1	1000	Saltwell
J	No. 8	3000	Saltwell
Q	Shot Rock	500	Saltwell

15.50		
21.00		
18.00		

HARRISON COUNTY (I-79)

A	Class 1	1000	Lost Creek
J	No. 8	3000	Lost Creek
L	Gabion Stone	500	Lost Creek
N	Standard Abr.	2000	Lost Creek
O	Modified Abr.	2000	Lost Creek
Q	Shot Rock	500	Lost Creek

17.85		
23.35		
22.35		
20.35		

MARION COUNTY

A	Class 1	10000	Fairmont
B	Class 2	4000	Fairmont
C	No. 1	2000	Fairmont
D	No. 3	2000	Fairmont
F	No. 467	4000	Fairmont
G	No. 57	1000	Fairmont
J	No. 8	4000	Fairmont
L	Gabion Stone	1000	Fairmont
N	Standard Abr.	4000	Fairmont
O	Modified Abr.	4000	Fairmont
Q	Shot Rock	500	Fairmont

15.00		
16.00		
16.00		
18.00		
20.50		
19.50		
17.50		

12. BIDDING SCHEDULE

DISTRICT FOUR

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

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
<u>MARION COUNTY</u>			
A	Class 1	3000	Mannington
B	Class 2	2000	Mannington
C	No. 1	1000	Mannington
F	No. 467	1000	Mannington
G	No. 57	1000	Mannington
J	No. 8	3000	Mannington
L	Gabion Stone	500	Mannington
N	Standard Abr.	3000	Mannington
O	Modified Abr.	3000	Mannington
Q	Shot Rock	500	Mannington

Bid Price (\$/Ton) F.O.B. DOH Storage Site

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
16.50		
17.50		
19.50		
22.00		
21.00		
19.00		

MONONGALIA COUNTY

A	Class 1	5000	US119S Ridgedale
B	Class 2	1000	US119S Ridgedale
C	No. 1	1500	US119S Ridgedale
F	No. 467	2000	US119S Ridgedale
G	No. 57	500	US119S Ridgedale
J	No. 8	2000	US119S Ridgedale
L	Gabion Stone	300	US119S Ridgedale
N	Standard Abr.	3000	US119S Ridgedale
O	Modified Abr.	3000	US119S Ridgedale
Q	Shot Rock	250	US119S Ridgedale
R	No. 8 Modified	1000	US119S Ridgedale

11.75		
12.75		
14.75		
17.25		
16.25		
14.25		

MONONGALIA COUNTY

A	Class 1	2000	Pentress
B	Class 2	2000	Pentress
C	No. 1	2000	Pentress
F	No. 467	4000	Pentress
G	No. 57	1000	Pentress
J	No. 8	3000	Pentress
L	Gabion Stone	500	Pentress
N	Standard Abr.	3000	Pentress
O	Modified Abr.	3000	Pentress
Q	Shot Rock	500	Pentress

14.25		
15.25		
17.25		
19.75		
18.75		
16.75		





12. BIDDING SCHEDULE

DISTRICT FOUR

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

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
---------------	--------------------------	---------------------------	------------------------------

Bid Price (\$/Ton) F.O.B. DOH Storage Site

PRESTON COUNTY

A	Class 1	1000	Masontown
B	Class 2	500	Masontown
F	No. 467	3000	Masontown
J	No. 8	500	Masontown
N	Standard Abr.	1000	Masontown
O	Modified Abr.	1000	Masontown
Q	Shot Rock	500	Masontown

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG

PRESTON COUNTY

A	Class 1	2000	Aurora
B	Class 2	5000	Aurora
C	No. 1	2000	Aurora
F	No. 467	3000	Aurora
G	No. 57	3000	Aurora
J	No. 8	2000	Aurora
L	Gabion Stone	500	Aurora
N	Standard Abr.	6000	Aurora
O	Modified Abr.	6000	Aurora
Q	Shot Rock	500	Aurora


PRESTON COUNTY

A	Class 1	2000	Fellowsville
B	Class 2	5000	Fellowsville
C	No. 1	1000	Fellowsville
F	No. 467	3000	Fellowsville
G	No. 57	3000	Fellowsville
J	No. 8	2000	Fellowsville
L	Gabion Stone	500	Fellowsville
N	Standard Abr.	5000	Fellowsville
O	Modified Abr.	5000	Fellowsville
Q	Shot Rock	500	Fellowsville


PRESTON COUNTY

A	Class 1	500	Macomber
J	No. 8	500	Macomber
N	Standard Abr.	500	Macomber
O	Modified Abr.	500	Macomber
Q	Shot Rock	500	Macomber


12. BIDDING SCHEDULE

DISTRICT FOUR

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

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
<u>PRESTON COUNTY (I-68)</u>			
A	Class 1	1000	Coopers Rock
J	No. 8	3000	Coopers Rock
L	Gabion Stone	500	Coopers Rock
N	Standard Abr.	3000	Coopers Rock
O	Modified Abr.	3000	Coopers Rock
Q	Shot Rock	500	Coopers Rock

TAYLOR COUNTY

A	Class 1	1000	Pruntytown
B	Class 2	5000	Pruntytown
C	No. 1	1000	Pruntytown
F	No. 467	1000	Pruntytown
G	No. 57	3000	Pruntytown
J	No. 8	6000	Pruntytown
L	Gabion Stone	500	Pruntytown
N	Standard Abr.	6000	Pruntytown
O	Modified Abr.	6000	Pruntytown
Q	Shot Rock	500	Pruntytown

Bid Price (\$/Ton) F.O.B. DOH Storage Site

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
11.75		
17.25		
16.25		
14.25		

15.75		
16.75		
18.75		
21.25		
20.25		
18.25		















12. BIDDING SCHEDULE

DISTRICT SIX

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

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
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WETZEL COUNTY

A	Class 1	3000	Hundred
C	No. 1	1000	Hundred
D	No. 3	1000	Hundred
F	No. 467	1000	Hundred
G	No. 57	2000	Hundred
H	No. 67	100	Hundred
I	No. 7	500	Hundred
J	No. 8	2000	Hundred
K	No. 9	1000	Hundred
L	Gabion Stone	500	Hundred
M	Fine Aggregate	100	Hundred
N	Standard Abr.	1000	Hundred
O	Modified Abr.	1000	Hundred
Q	Shot Rock	500	Hundred
R	No. 8 Modified	1000	Hundred

WETZEL COUNTY

A	Class 1	3000	Pine Grove
C	No. 1	500	Pine Grove
D	No. 3	2000	Pine Grove
F	No. 467	200	Pine Grove
G	No. 57	2000	Pine Grove
H	No. 67	100	Pine Grove
I	No. 7	500	Pine Grove
J	No. 8	500	Pine Grove
K	No. 9	1000	Pine Grove
L	Gabion Stone	500	Pine Grove
M	Fine Aggregate	100	Pine Grove
N	Standard Abr.	1000	Pine Grove
O	Modified Abr.	1000	Pine Grove
P	Shot Rock	500	Pine Grove
R	No. 8 Modified	2000	Pine Grove

Bid Price (\$/Ton) F.O.B. DOH Storage Site

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
18.00		
19.00		
19.00		
21.00		
21.00		
23.50		
22.50		
15.50		
20.50		

22.00		
23.00		
23.00		
25.00		
25.00		
27.50		
26.50		
19.50		
24.50		

# A F F I D A V I T

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**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.

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

**EXCEPTION:**

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

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Laurel Aggregates, Inc.

Authorized Signature:  Date: 4/9/07