

>EZDOR

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

Request for Quotation

O T

6610C007

304-558-2402

ADDRESS CORRESPONDENCE TO ATTENTION OF: MICHAEL AUSTIN

*709035406 304-472-8890 J F ALLEN COMPANY PO BOX 2049

BUCKHANNON WV 26201 DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

DA	TE PRINTED	TERMS OF SAI	E	SHIP VIA	F.O.B		FREIGHT TERMS
	/08/2009						
BID OPENING	G DATE:	10/21/2009		BID	OPENING T	IME 0	L:30PM
LINE	QUAI	VTITY UOP	CAT. ITE	IM NUMBER	UNIT PI	RICE	AMOUNT
0001	STONE	TN 1 AND AGGREGA	750-56 TE				
		- Advances controlled	OPEN END	CONTRACT			
	NECESS VIRGIN	ARY TO SUPP IA DIVISION	BOR, MATERI LY STONE AN OF HIGHWAY SPECIFICATI	D AGGREGAT S, DISTRIC	E TO THE ! T 1 THROU	GH 10	
	NECESS DIVISI	ARY TO SUPP ON OF HIGHW E ATTACHED	BOR, MATERIALY CINDERS AYS FOR DISSPECIFICATION	TO THE WES	T VIRGINIA	AND 7.	
	CURREN' IS ISSI MUST AI CARD FI	TLY UTILIZE UED THROUGH CCEPT THE S OR PAYMENT	CCEPTANCE: S A VISA PUI A BANK. TI TATE OF WEST DF ALL ORDER	RCHASING C HE SUCCESS T VIRGINIA RS PLACED I	ARD PROGRÆ FÚL VENDOF VISA PURC	AM WHICH CHASING ATE	
	EXHIBI	T 3 = CONTRACT:		TRACT BECO		V	9 OCT 28 AN 9:37 W PURCHASING DIVISION
SIGNATURE			SEE REVERSE SIDE F	TELEBUONE		In. a mean	
	Michael	D. Ma	il	304-4	0 <i>688-51</i>) IO	12112009
TITLE	EYZESID	EUT FEIN	378627				TO BE NOTED ABOVE
		DNDING TO REO	INSERT NAME A	ND ADDDEGG II			

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

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

Vendor's Name:	FIMILLO	Mesan	
	muchael D.	Mil	Date: October 21, 2009
Purchasing Affidavit (Revised 0	1/01/09)	-00	

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- **5.** All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in case of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- **6. BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



MODERA

SIGNATURE

RESIDEUT

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

Request for Quotation

SH-P

T

REQ NUMBER 6610C007

C005/15/01

ADDRESS CHANGES TO BE NOTED ABOVE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

MICHAEL AUSTIN 304-558-2402

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

304-472-8890 ×709035406 J F ALLEN COMPANY PO BOX 2049

BUCKHANNON WV 26201

		*** *********************************			55/555545-11145555555 A 064 4	(VZA	F.O.B		FREIGHT TERMS
DATE PRINT	TED	TER	MS OF SAL	E	SHIL	VIA	*.O.D.		
10/08/		<u> </u>				DID	OPENING TI	ME 01	:30PM
BID OPENING DATE:	S respectively to the second	10/21/	2009	CAT				26 26 24 26 24 24 1	AMOUNT
LINE	QUA	NTITY	UOP	NO.	ITEMN	UMBER	UNIT PRI	CE.	AMOON
<u> </u>	1005.000.00.000.000	<u> 1888 bila di Arte di Alabata da A</u>		<u></u>					
				AN	D EXTEND	S FOR A	PERIOD OF	SIX (6)	
	MONTHS	OR UN	TIL S	UCH "	REASONAB	LE TIME"	THEREAFTE	R AS IS	
	NECESS	ARY TO	OBTA	IN A	NEW CONT	RACT OR	RENEW THE	İ	
	DRIGIN	IAL CON	TRACT	. TH	E "REASO	NABLE TI	ME" PERIOD	SHALL	
	NOT EX	CEED S	IX(6)	MONT	HS. DUR	ING THIS	"REASONAB	LE	
	TIME"	THE VE	NDOR	MAY T	ERMINATE	THIS CO	NTRACT FOR	DAVE	
				G THE	DIRECTO	IR OF POR	CHASING 30	DATS	
	WRITTE	EN NOTI	CE.						
	LIMI FOR	CDECT	EIC D	PUVTS	TONS ARE	STIPULA	TED ELSEWH	IERE	
	UNLESS	IC CUNT	BVCI LIC L	UUCUM	FNT. THE	TERMS.	CONDITIONS	AND	
	PRICTI	IS CONT	HERET	N ARE	FIRM FO	R THE LI	FE OF THE		
	CONTRA								
	1								•
	RENEW	AL: THI	S CON	TRACT	MAY BE	RENEWED	UPON THE N	IUTUAL	
	WRITT	EN CONS	ENT D	F THE	SPENDI	IG UNIT A	ND VENDOR	770)	
	SUBMI	TTED TO	THE	DIREC	TOR OF F	PURCHASIN	G THIRTY	CNVII	
	DAYS	PRIOR T	D THE	EXP	KALLUN I	AC VND CO	CH RENEWAL	THE	}
	BE IN	ACCURL	ANCE	MIIH	CHVII BI	IS AND CO	TO TWO C	2) SIX	
	UKIGI	NAL CUN IX MONT	H PER	TODS	SHALL DI				
	(6) 3	TV MON							
	CANCE	LLATION	: THE	DIRE	CTOR OF	PURCHAS	ING RESERVI	ES THE	
	PTCHT	TO CAN	CEL T	HIS (CONTRACT	IMMEDIA [*]	TELY UPON 1	WRITTEN	
	NOTIC	F TO TH	IE VEN	DOR :	IF THE C	OMMODITII	ES AND/OR :	SEKAICES	
	SUPPL	IED ARE	OF A	N IN	ERIOR Q	JALITY OF	R DO NOT C	ONFORM	
	TO TH	E SPECI	FICAT	IONS	OF THE	BID AND (CONTRACT H	EKEIN.	
			01 01:5		TE DIBEC	TOD OF DI	URCHASING	мΔΥ	<u>}</u>
<u></u>	OPEN	MAKKET	CLAUS	THE !	INTT TO	PURCHASE	ON THE OP	EN	
	AUTHU	4 MITL KTTE 8	OLE ME	HE E	TITNE OF	A REQUI:	SITION OR	COST	
	MAKKE	ATE. T	TEMS S	PECT	FIED ON	THIS CON	TRACT FOR		
WILL	TMMED	TATE DE	FITVER	NI Y	EMERGEN	CIES DUE	TO UNFORE	SEEN	
*	CAUSE	S (TNC)	HDING	BUT	NOT LIM	ITED TO .	DELAYS IN	IRANS-	
	PORTA	TION OF	R AN L	JNANT	ICIPATED	INCREAS	E IN THE V	OLUME	
	OF WO						Average Averag		
***************************************	323 61 232 632 633	ter greggenstererete	<u> </u> 	 	 EVERSE SIDE FO	R TERMS AND C	I ONDITIONS		1
				o de Marie (C)		TELEPHONE	<u> </u>	DATE	11-008

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

550328677

304.472.8890



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

Request for REQNUMBER Quotation

SH-P TO

6610C007

PAGE	à	:
3		

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

NECOUR

*709035406 304-472-8890 J F ALLEN COMPANY PO BOX 2049

BUCKHANNON WV 26201

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

DOPENING DATE: 10/21/2009 BID OPENING TIME 01:30PM LINE QUANTITY LOSP CAT. TEMMUMBER LINTPRICE AMOUNT 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. DRDERING 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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT	DATE PRIN	TED	TER	BMS OF SA	LE	l	HP VIA				
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. 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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT									BO'B	FREIGHT TERMS	
QUANTITY OOP CAT NO. THEM NUMBER UNIT PRICE AMOUNT	BID OPENING DATE:]	10/21/	2009			ВТП	OPENING	TIME O	11.20DM	
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. 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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT	LINE	QUAN	TITY	UOP		ITEM					18,533
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. 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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT									"TOTAL	AMOUN1	
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. 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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT											
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. 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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT		OHANTTT	TEC.	OHANT	TTTEC	LICTER	731 mm				
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. 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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.		APPROXI	MATIO	NS ON	IV. P	TISIED	IN THE	KEQUISIT	ION ARE		
ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. 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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.		THE STA	TE SP	ENDIN	G UNI	T. IT	ESTIMATI	ES SUPPL	TED RA		
WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. 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 RETAINED BY THE SPENDING UNIT. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.	1	INAI IM	E LUN	IKACI	SHAL	IL COVER	THE OHAL	UTITIES	ACTUALLY		
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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT		OKDEKED	r ruk	NFLTA	ERY D	URING T	HE TERM (NE THE C	ONTDACT		
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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT		WHETHER	MORE	OR L	ESS T	HAN THE	QUANTIT	IES SHOW	N.]	j
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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT	į	Ndnedtki	C BBO	CEDUD	F . 05						
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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT		WRITTFN	STAT	CEDUK F CON	E: SP	CODDED	JNIT(S) S	HALL IS	SUE A		
THE URIGINAL 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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT		THE VEN	DOR F	OR CO	TOOMM	TIFS CO	CEORM NUM	JRFK MA-	39) TO		ļ
MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT		INE AKT	GINAL	CUPY	OF T	HF WV-39	I IIAHP 6	E MATLE	D TO THE		
RETAINED BY THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT	l'	ACIADOK .	AS AU	IHUKI	ZATIO	N FOR SI	ITPMENT.	V SECUN	D CODY		
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT	ļ.	MATEED	IO IH	E PUK	CHAST	NG DIVIS	SION. AND	A THIR	D COPY		
CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT		RETAINE.	D BY	THE S	PENDI	NG UNIT.	,				
CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT		BANKBIID.	TCV.	TAI T	JE FV	TAIT THE	itrumen (-				
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT	F	OR BAN	KRUPT	CY PR	TECT	ENI IHE Ton. Tue	VENDUR/C	UNTRACT	OR FILES		
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT	μ	JUNIKAC	INUL	AND	VOID	· AND TE	RMTNATE	SHUN CON	IHE		
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT	V	TUOHTIV	FURT	IER OF	RDER.			Joen Co.	NIKACI		
SHALL SUPERSEDE ANY AND ALL SUPERSEDE ANY AND ALL SUPERSEDE ANY AND ALL SUPERSEDERATE	_	M. s. box]						
STALL SUPERSHIP AND ALL SUPERSONS		HE TERI	MS AND	CON	DITIO	NS CONTA	INED IN	THIS COM	NTRACT		
SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND	i s	ONALL SI	DNC ME	LICU A	Y ANI	D ALL SU	BSEQUENT	TERMS A	AND		
CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES		OCUMENT	TS SUC	H AS	PRICE	TEAR UN	ANY ATT	ACHED PR	RINTED		İ
AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY	A	GREEMEN	NTS OR	MAIN	ITENAL	LISIS, NCF AGRE	UKUEK F	URMS, SA	ALES		-
ELECTRONIC MEDIUM SUCH AS CD-ROM.	E	LECTRON	IC WE	DIUM	SUCH	AS CD-R	OM.	THEFODIL	NG ANY		
						•				***	
REV. 05/26/2009	R	EV. 05/	/26/20	09	ĺ						
			j		-						
EXHIBIT 10	E	XHIBIT	10	***************************************	1		,				
REQUISITION NO.:				j		REQU	ISITION	NO.:			
		DDELIBUR		<u> </u>				•			
ADDENDUM ACKNOWLEDGEMENT		DUENDUM	ACKN	UWLED	GEMEN	IT					-
SEE REVERSE SIDE FOR TERMS AND CONDITIONS	IGNATI (DE				SEE REVE	ERSE SIDE FOR	TERMS AND CON	DITIONS			
TELEPHONE ATTA- GROOD DATE ID. IDDATE	IGNATURE 977	155/			/		TELEPHONE	77.QQC	DATE	12112000	<u> </u>
LEVICE VIZESIVELIT 550328677 ADDRESS CHANGES TO BE NOTED ABOVE	TLE VICE VO	ESIDEII	FEIN	- E-C	20/				RESS CHANCES	TO DE NOTES ASSU	-



VENDOR

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

Request for Quotation

S H P

T

6610C007

PAGE 6

ADDRESS CORRESPONDENCE TO ATTENTION OF:

MICHAEL AUSTIN

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

ADDRESS CHANGES TO BE NOTED ABOVE

*709035406 304-472-8890 J F ALLEN COMPANY PO BOX 2049

BUCKHANNON WV 26201

DATE PRINT	ED	TER	VIS OF SAL		SHIP VI		F.(D.B.		FREIGHT TE	RMS
10/08/			~~~			OT D	DPENING	TIME	01:3	n P M	
BID OPENING DATE:	Wassing (Buckle	10/21/		CAT	ITEM NUME			TPRICE		AMOUI	ir:
LINE	QUAI	VTITY	UOP	NO.	TI EIN NOWE)-n					
ļ											
	t UEDE	DV VCK	NOULE	nce P	ECEIPT OF	THE ED	IIOWING	CHECKED			
	ADDEND	UM(S)	AND H	AVE M	ADE THE NE	CESSAR	Y REVIS	ONS TO	MY		
•	PROPOS	AL, PL	ANS A	ND/OR	SPECIFICA	ATION,	ETC.				
	ADDEND	um nø.	10.								
	ADDEND	ישניו ויוטי	3.								
	NO. 1										
	มด ว										
	NU. Z		• •								
	NO. 3										
	NO. 4										
	HO	• • • • •						•			
	NO. 5										
	I UNDE	RSTAND	THAT MAY B	FAIL E CAU	URE TO COI SE FOR RE.	NFIRM T JECTION	HE RECE OF BID	IPT OF T S.	Н		
	VENDOR REPRES	R MUST SENTATI	CLEAR ON MA	LY UN DE OR	DERSTAND T	THAT AN TO BE M	Y VERBA ADE DUR	L ING ANY	- www.		
	AND AN	NY STAT	E PER	SONNE D IN	ETWEEN VEIL IS NOT DEPARTED AND ADDRESS AND ADDRESS AD	BINDING ND ADDE	D TO TH	THE E			
	a service de la constante de l			1 codespersion programmer	.9ni		P. A.	(/)	•••		
•	Anna 1990				West Production of the Control of th	DA	TE				
			A CONTRACTOR OF THE CONTRACTOR								
				SEFRE	VERSE SIDE FOR TI	ERMS AND CO	 NDITIONS				
SIGNATURE	ama 4	<u> </u>				TELEPHONE	172.88°)O	7677	11/200	29

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

5503286Z7



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

Request for Quotation

SH-P TO

6610C007

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

304-558-2402

*709035406 304-472-8890 J F ALLEN COMPANY PO BOX 2049

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

PO BOX 2049

BUCKHANNON WV 26201

DATE PRI	NTED T	ERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
10/08					
BID OPENING DATE	10/21	/2009	BID	OPENING TIME O	1:30PM
LINE	QUANTITY	UOP CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
7.1011/07	NOTE: THIS WITH THE BI	ADDENDUM AC	KNOWLEDGEMENT SH	OULD BE SUBMITTE	ם
27 1 1	REV. 09/21/	2009			
7	EXHIBIT 4				
	AND CONDITI AND OTHER L TO POLITICA VIRGINIA. PRICES, TER POLITICAL SI CLEARLY IND	HIS REFUSAL ONS OF THE OCAL GOVERN L SUBDIVISI IF THE VEND MS, AND CON JBDIVISIONS ICATE SUCH	S: UNLESS THE TO EXTEND THE P BID TO COUNTY, S MENT BODIES, THE ONS OF THE STATE OR DOES NOT WISH DITIONS OF THE B OF THE STATE, T REFUSAL IN HIS B E AWARD OF THIS	RICES, TERMS, CHOOL, MUNICIPAL BID SHALL EXTEN OF WEST TO EXTEND THE ID TO ALL HE VENDOR MUST	
	RE V. 3/88				
		ТОИ	ICE		
	A SIGNED BII	MUST BE S	UBMITTED TO:		
	PURCHAS BUILDIN	ING DIVISION STANDARD	INISTRATION ON TREET, EAST 5305-0130		
	THE BID SHOU THE ENVELOPE	OR THE BIL	THIS INFORMATION MAY NOT BE CONS	SIDERED:	
IGNATURE AAA	70-/-	SEE REV	ERSE SIDE FOR TERMS AND CONU	DITIONS	
TILE \\	08		TELEPHONE 304-ATT	Z-8890 DATE	12112009
"" VICE Y	ZESIDELIT	3503286	27		TO BE NOTED ABOVE



MODZEA

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

Request for Quotation

SH-P

Ţ

6610C007

PA	GE
	6

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN

304-558-2402

304-472-8890 *709035406 J F ALLEN COMPANY PO BOX 2049

BUCKHANNON WV 26201 DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRIN		E STATE OF THE STA	MS OF SAL	5		SHIPVIA			F.U.D.		CREIGHTFERING
10/08/ BID OPENING DATE		10/21/	2009				RID	OPEN	ING TIN	4F 01	:30PM
LINE		TU/ZI/	UOP	CAT. NO	1	TEM.NUMB			UNIT PRIC		AMOUNT
	SEALED	BID									
	BUYER:					33					
The second secon	RFQ. N	0.:				6610	C007				
	BID OP	ENING	DATE:								
	BID OP	ENING	TIME:						ا محمد محمد سبب مبت پہنے جیہی ا		
	TO CON	PROVI TACT Y	OU RE	GARDI	NG YO	UR BI	CASE IT	IS	NECESS/	ARY 	
			1	ì	1		EARLY):				
	****	: THIS	IS T	HE EN	D OF	RFQ .	661 0 0	007	*****	TOTAL	•
						<u> </u>	HANN DIE SO	N. (C.)	6		
SIGNATURE	~ ~ ^ ^~	77		SEERE	vehoe sil	ir	RMS AND CO ELEPHONE	<u> </u>	*********	DATE	1-11-00
TITLA 1 T	ONVIC) [F	EIN				304-4	16-8		S CHANGE	S TO BE NOTED ABOVE
VICEN	SES VDA	TU=	55C	32EC	62			<u> </u>	AUUKES	O CHANGE	3 TO DE NOTED ADOVE



VENDOR

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

Request for Quotation

SH-P

T O

RFC	5.7	U	M.	E	Ţ			ŭ.
6	6	1	0	C	0	0	7	

P/	AGE
	1

FREIGHTTERMS

MICHAEL AUSTIN 304-558-2402

RFQ COPY TYPE NAME/ADDRESS HERE

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

ADDRESS:CORRESPONDENCE (O'ATRENTION OF

DATE PRINT	ED	JER	MS OF SAL	Ē		SHIP VIA		F	0.8		FREIGHT	TERMS
10/15/ BID OPENING DATE:		10/28/	2000				חדמ	OPENING	TIME	01:3	NPM	
LINE	0.0000.0000.0000.0000	ID/ 28/	ZUUZ UOP	CAT. NO	ne.	M NUMBE			TPRICE			DUNT
LINE	***			NO:								
			_:			_		•				
			A	DDEND	UM ND.	1				Ì		
								•				· ·
	ADD PA	GE 18	то тн	E ON	LINE V	ERSI	ON ONL	Υ.				
						^ ~	~					
	BID OP	ENING	DATE	AND I	IME CH	ANGE	J					
	FROM:	10/21	/09 A	T 1:3	0 P.M.				•			
	TO:	10/28	/09 A	T 1:3	0 P.M.					ļ		
]								
	но отн	ER CHA	NGES.									
0001			TN]	750-56							
		1			<u> </u>				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			·
	STONE	AND AG	GREGA	TE				-		j		
	1											
	*****	TUTO	70 7	HE EV	n ne p	En	66100	007 ***	*** TDT	۸۱ ٠		
	*****	. ITILG	,	11.	0. 1	. 3 (2)	00100		~~~ 1011			······································
arma www.												
7												,
			Ì	***************************************								

			<u> </u>	 	 VERSE SIDE	FORTER	MS AND CO	L NDITIONS				
SIGNATURE	mJ/		30000000000000000000000000000000000000	0.0000.000000		T <u>e</u>	LEPHONE	C88-51		ATE 1-	21/20	200
TITLE		<u></u> [F	EIN	328	67-		<u>~~~</u>		DRESS CHAN			

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 Engineering Division, Technical Section State Capitol Complex, Building 5, Room A-650 1900 Kanawha Boulevard, East, Building 5 Charleston, West Virginia 25305

MATERIAL SPECIFICATIONS ARE AS FOLLOWS:

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

CIEVE CIZE

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

SIEVE SIZE % PASSING BY		BY WEIGHT
	Standard	Modified
1/2 inch	100	100
3/8 inch	85 – 100	85 – 100
#100	0 — 10	0 – 4

NOTE 3: 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 4: With exception of the following contract items, grading on all specified sieve sized for material furnished shall be determined by AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11:

Item 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.

NOTE 5: Cinders (Power Plant Slag) shall conform to the following specifications:

A. Definition

Cinders (Power Plant Slag) consists of Wet Bottom Boiler Slag (shiny, black, glassy material) formed when molten ash from the burning of coal drops into water and shatters at the bottom of the boiler, and/or Bottom Ash formed when ash particles from the burning of pulverized coal is allowed to air cool at the bottom of the furnace.

B. Quality

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

C. Gradation

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

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

NOTE 6: Number 11 Limestone for SRIC shall conform to the following specifications:

A. Quality

- 1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
- 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

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

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

2. BIDDING INSTRUCTIONS

Vendors may bid any or all items on the bid schedule. Vendors <u>shall</u> 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.

AGGREGATE
TONS PER CUBIC YARD FACTORS*

	TY	PE OF MATERIA		BLAST	FURNACE	
ITEM	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)	传河附列地位为巴河附外以 台河外		
Shot Rock, Riprap	1.31 (2620)	1.31 (2620)	ating has your map you had also cond have come being some you had not	COM (COM, COM) AND AND AND AND AND AND AND AND AND AND	and the second data are part to your lot has many too had to	
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

CINDERS

Source (Note 1)	Tons per Cubic Yard Factor (Note 2)
Albright Power Albright, WV	0.90 (1,792)
Burger Power Dilles Bottom, OH	1.29 (2,579)
Fort Martin Power Fort Martin, WV	0.94 (1,883)
Harrison Power Haywood, WV	0.95 (1,900)
John Amos Power Winfield, WV	0.82 (1,631)
Pleasants Power Plant Willow Island, WV	1.09 (2,185)
Mountaineer Power New Haven, WV	0.65 (1,305)
Bruce Mansfield Plant Shippingport, PA	1.09 (2,160)
Virginia Electric Power Mt. Storm, WV	0.79 (1,585)
Hatfield Power Masontown, Pa	0.85 (1,700)

Note 1: In the event the bidding source is not listed, it will be necessary for the Division to establish the weight per unit volume of said source prior to award.

Note 2: 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 |

<u>Frequency</u>

Gradation-Delivered Material

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

Gradation-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 sublot 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 sublot 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 sublot contained therein shall have its degree of nonconformance determined as set forth below.

When a sublot 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.

TABLEL

ONCONFORMING MULTIPLICATION SIEVE SIZE FACTOR	
Plus #40	1
#40	1.5
#50	1.5
#100	2.0 (1.3 for abrasives and cinders)
#200	2.5
1/2"	1
3/8"	1

The total measure of nonconformance of an individual sublot is the sum of all nonconformances on the various sieve sizes of that sublot. In no case, however, shall a sublot 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

DEGREE OF NONCONFORMANCE	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	*	

^{*}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 sublot(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 sublot. The quantity represented by the nonconforming sublot 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

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

Qn = quantity of nonconforming sublot(s)

Qt = 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. <u>Example</u>:

(AP1 + AP2) - TD = Final price to be paid after adjustments

<u>OR</u>

(AP1 + AP2 + AP3) - 2 TD = Final price to be paid after adjustments

Where: AP = price to be paid after initial adjustment for one nonconforming sublot 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. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors must accept the State of West Virginia VISA Purchasing Card for payment of all orders places by State DOT agency for orders as a condition of award.

Vendors are encouraged to utilize a paperless invoice process submitting the following information via e-mail to the DOH ordering locations:

- 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.

12.1 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)

J F ALLEN COMPANY, AGGREGATES QUARRY, LIMESTONE

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

OFF US 33 WEST OF ELKINS, WEST VIRGINIA

@ AGGREGATES, RANDOLPH COUNTY, WEST VIRGINIA

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
Α	Class 1 Aggregate	\$7.50		
B	Class 2 Aggregate	\$7.50		
Č	AASHTO #1 Aggregate	\$9.60		
Ď	AASHTO #3 Aggregate	\$9.60		
Ē	AASHTO #4 Aggregate	\$9.60		
F	AASHTO #467 Aggregate	\$9.60		
Ġ	AASHTO #57 Aggregate	\$10.00		
H	AASHTO #67 Aggregate	\$10.00		
Ì	AASHTO #7 Aggregate	NA		
Ĵ	AASHTO #8 Aggregate	\$10.75		
K	AASHTO #9 Aggregate	\$12.50		

BIDDING SCHEDULE (Continued) J F ALLEN COMPANY, AGGREGATES QUARRY

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

L N O P Q R S T U	Stone for Gabions Fine Aggregate Standard Abrasives Modified Abrasives Riprap Shot Rock AASHTO #8 Modified AASHTO #9 Modified Pea Gravel #11 Limestone Abrasives	\$8.80 NA \$10.50 \$10.50 \$11.00 \$10.00 \$10.75 \$12.50 NA \$13.00
V	Haul by Vendor (Except Ite @ \$1.35 for First Ton-Mile @ \$0.18 for Each Addition	al Ton Mile
W	Haul by Vendor (Items Q a @ \$3.25 for First Ton-Mile @ \$0.25 for Each Addition	!

Con- Tract Item	Description of Material	Bid Price Per Ton F.O.B. Vendor's Storage Site
AA	Cinders	

Note 1: Bid price shall include cost of Vendor Loading Department trucks.

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)

J F ALLEN COMPANY, MASHEY GAP QUARRY, LIMESTONE

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

OFF US 33 EAST OF ELKINS, WEST VIRGINIA

ON KELLY MOUNTAIN ROAD, RANDOLPH COUNTY, WEST VIRGINIA

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
Α	Class 1 Aggregate	\$6.00		
В	Class 2 Aggregate	\$6.00		
C	AASHTO #1 Aggregate	NA		
D	AASHTO #3 Aggregate	\$7.40		
Ē	AASHTO #4 Aggregate	NA		
F	AASHTO #467 Aggregate	\$7.45		
G	AASHTO #57 Aggregate	\$7.75		
Ĥ	AASHTO #67 Aggregate	\$7.75		
l	AASHTO #7 Aggregate	NA		
j	AASHTO #8 Aggregate	\$8.50		
ĸ	AASHTO #9 Aggregate	NA		

BIDDING SCHEDULE (Continued) J F ALLEN COMPANY, MASHEY GAP QUARRY

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

L	Stone for Gabions	NA
M	Fine Aggregate	NA
N	Standard Abrasives	\$8.50
Ô	Modified Abrasives	\$8.50
P	Riprap	NA
Q	Shot Rock	\$10.00
Ŕ	AASHTO #8 Modified	\$8.50
S	AASHTO #9 Modified	NA
Ť	Pea Gravel	NA
Ü	#11 Limestone Abrasives	NA
٧	Haul by Vendor (Except Ite	ms Q and P):
	@ \$1.35 for First Ton-Mile	al Tan Mila
	@ \$0.18 for Each Addition	at ton wine
w	Haul by Vendor (Items Q at @ \$3.25 for First Ton-Mile @ \$0.25 for Each Addition	
	@ \$0.25 for Each Addition	id: To:: imio

Con- Tract Item	Description of Material	Bid Price Per Ton F.O.B. Vendor's Storage Site
AA	Cinders	Address of the second s

Note 1: Bid price shall include cost of Vendor Loading Department trucks.

DISTRICT FOUR

12.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	DOH	e (\$/Ton) F.O.B Storage Site	
				LIMESTONE		STEEL
	DODDRID	<u>GE COUNTY</u>		SANDSTONE	FURNACE	SLAG
				GRAVEL, SAND	SLAG NA	NA NA
Α	Class 1	6000	Smithburg	\$17.70	NA NA	NA NA
В	Class 2	1000	Smithburg	\$18.15	<u> </u>	NA NA
С	No. 1	4000	Smithburg	\$20.25	NA NA	NA NA
D	No. 3	4000	Smithburg	\$20.25	NA NA	NA NA
F	No. 467	2000	Smithburg	\$20.25	NA NA	NA NA
G	No. 57	3000	Smithburg	\$20.95	NA NA	
J	No. 8	6000	Smithburg	\$21.75	NA NA	NA NA
K	No. 9	4000	Smithburg	\$29.00	NA	NA NA
Ĺ	Gabion Stone	2500	Smithburg	\$19.75	NA	NA NA
M	Fine Aggregate	4000	Smithburg	NA NA	NA	NA NA
N	Standard Abr.	4000	Smithburg	\$21.25	NA	NA NA
Ö	Modified Abr.	4000	Smithburg	\$21.25	NA	NA NA
Q	Shot Rock	500	Smithburg	\$25.75	NA	NA
А	<u>DODDRII</u> Class 1	OGE COUNTY 400	Greenwood	\$18.35 \$18.75	NA NA	NA NA
С	No. 1	250	Greenwood		NA NA	T NA
J	No. 8	1000	Greenwood	\$23.25	T NA	NA
K	No. 9	500	Greenwood	\$23.50 NA	NA NA	NA NA
M	Fine Aggregat		Greenwood	\$23.50	H NA	NA
N	Standard Abr.	2000	Greenwood		NA NA	I NA
0	Modified Abr.	500	Greenwood	\$23.50	14/	1
	HARRIS	SON COUNTY		\$15.65	NA	T NA T
Α	Class 1	10000	Gore	\$15.65	NA NA	NA NA
В	Class 2	4000	Gore		NA NA	NA
С	No. 1	2000	Gore	\$18.50	NA NA	NA NA
D	No. 3	4000	Gore	\$18.50	H NA	NA NA
F	No. 467	1000	Gore	\$18.50	$\frac{1}{NA}$	T NA
G	No. 57	1500	Gore	\$19.00	+ NA	NA NA
J	No. 8	4000	Gore	\$21.00	NA NA	NA NA
K	No. 9	4000	Gore	\$30.00	NA NA	NA NA
L	Gabion Stone			\$18.00	L.	NA NA
M	Fine Aggrega			NA 240.80	NA NA	NA NA
N	Standard Abr			\$19.00	NA NA	NA NA
0	Modified Abr.			\$19.00	NA NA	NA NA
Q	Shot Rock	500	Gore	\$23.00	NA NA	I INA

DISTRICT FOUR

12.2	nualing i .O.D. Di.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•			
		Estimated	Location of		e (\$/Ton) F.O.B	,
O 11	Description	Quantity	DOH	DOH	Storage Site	
Contract	Description	(TONS)	Storage Site			
Item	of Aggregate	(TONO)		LIMESTONE	BLAST	
		NEW CORRID	\D \D\	SANDSTONE	FURNACE	STEEL
	HARRISON COU	INTY (CORRID	<u>OK D)</u>	GRAVEL, SAND	SLAG	SLAG
		4000	Tunnel Hill	\$16.70	NA	NA
Α	Class 1	1000	Tunnel Hill	\$22.00	NA	NA
J	No. 8	3000	Tunnel Hill	\$24.25	NA	NA
K	No. 9	2000	Tunnel Hill	\$18.90	NA	NA
L	Gabion Stone	500	Tunnel Hill	NA NA	NA	NA
M	Fine Aggregate	2000		\$22.00	NA	NA
Ν	Standard Abr.	2000	Tunnel Hill	\$22.00	NA NA	NA
0	Modified Abr.	2000	Tunnel Hill	\$24.60	NA	NA
Q	Shot Rock	500	Tunnel Hill	φ2-4.00		
	HARRISON	N COUNTY (I-7	9)			
				\$16.00	NA NA	NA NA
Α	Class 1	1000	Saltwell	\$22.00	NA NA	NA
J	No. 8	3000	Saltwell	\$30.00	NA NA	NA
K	No. 9	2000	Saltwell	\$23.60	NA NA	NA
Q	Shot Rock	500	Saitwell	\$23.00		
	HARRISO	N COUNTY (I-7	'9)			
			Lost Creek	\$16.25	NA	NA NA
Α	Class 1	1000		\$18.15	NA	NA
J	No. 8	3000	Lost Creek	\$30.00	NA	NA
K	No. 9	3000	Lost Creek	\$17.45	NA	NA
L	Gabion Stone	500	Lost Creek	\$19.15	NA NA	NA
Ν	Standard Abr.	3000	Lost Creek	\$19.15	NA NA	NA
0	Modified Abr.	3000	Lost Creek	\$20.00	NA NA	NA
Q	Shot Rock	500	Lost Creek	Ψ20.00		1
	MARI	ON COUNTY				
			Fairmont	NA NA	NA NA	NA NA
Α	Class 1	10000		NA NA	NA NA	NA
В	Class 2	4000		NA NA	NA NA	NA
С	No. 1	2000		NA NA	NA NA	NA
D	No. 3	2000		NA NA	NA NA	NA
F	No. 467	4000		NA NA	NA NA	NA
G	No. 57	1000		NA NA	NA NA	NA
J	No. 8	4000		NA NA	NA NA	NA
K	No. 9	4000		NA NA	T NA	NA
L	Gabion Stone			NA NA	T NA	NA
M	Fine Aggrega			NA NA	NA NA	NA
N	Standard Abr			NA NA	NA NA	NA
0	Modified Abr.			NA NA	NA NA	NA NA
Q	Shot Rock	500) Fairmont	14/1	1 147 (

Page 24 J F ALLEN COMPANY P O BOX 2049 BUCKHANNON WV 26201

NΑ

NA

NA

12. BIDDING SCHEDULE

DISTRICT FOUR

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

3000

500

О

Q

Modified Abr.

Shot Rock

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storate Site		(\$/Ton) F.O.B. Storage Site	
10771	<u> </u>			LIMESTONE	BLAST	
	MARIO	N COUNTY		SANDSTONE	FURNACE	STEEL
	1011 (1 (1 (1			GRAVEL, SAND	SLAG	SLAG
Α	Class 1	3000	Mannington	NA	NA	NA NA
В	Class 2	2000	Mannington	NA	NA	NA NA
C	No. 1	1000	Mannington	NA	NA	NA NA
F	No. 467	1000	Mannington	NA NA	NA NA	NA
G	No. 57	1000	Mannington	NA	NA	NA NA
J	No. 8	3000	Mannington	NA	NA	NA NA
K	No.9	3000	Mannington	NA	NA	NA NA
L	Gabion Stone	500	Mannington	NA	NA	NA
M.	Fine Aggregate	3000	Mannington	NA	NA	NA NA
N	Standard Abr.	3000	Mannington	NA	NA	NA
0	Modified Abr.	3000	Mannington	NA	NA	NA
Q	Shot Rock	500	Mannington	NA NA	NA	NA
	MONON	GALIA COUN		110	l NA	□ NA □
Α	Class 1	5000	US119S Ridgedale	NA NA		NA NA
В	Class 2	1000	US119S Ridgedale	NA NA	NA NA	NA NA
С	No. 1	1500	US119S Ridgedale	NA NA	NA NA	NA NA
F	No. 467	2000	US119S Ridgedale	NA NA	NA NA	NA NA
G	No. 57	500	US119S Ridgedale	NA NA	NA NA	NA NA
J	No. 8	2000	US119S Ridgedale	NA NA	H NA	NA NA
K	No. 9	3000	US119S Ridgedale	NA NA	NA NA	NA NA
L	Gabion Stone	300	US119S Ridgedale	NA NA	NA NA	NA NA
Μ	Fine Aggregate	3000	US119S Ridgedale	NA NA	NA NA	NA NA
N	Standard Abr.	3000	US119S Ridgedale	NA NA	NA NA	NA NA
0	Modified Abr.	3000	US119S Ridgedale	NA NA	NA NA	NA NA
Q	Shot Rock	250	US119S Ridgedale	NA NA	NA NA	NA NA
R	No. 8 Modified	1000	US119S Ridgedale	NA NA	1 144	
	MONON	IGALIA COUN	NTY			
٨	Class 1	2000	Pentress	NA	NA	NA NA
A	Class 1 Class 2	2000	Pentress	NA	NA	NA
В	No. 1	2000	Pentress	NA	NA	NA NA
C	No. 1	4000	Pentress	NA	NA	NA NA
F	No. 57	1000	Pentress	NA	NA	NA
G	No. 8	3000	Pentress	NA	NA	NA
j 16	No. 9	3000	Pentress	NA	NA	NA
K	Gabion Stone	500	Pentress	NA	NA	NA
L			Pentress	NA	NA	NA
M	Fine Aggregat Standard Abr.		Pentress	NA	NA	NA
N	Standard Abr	3000	Pentress	NA	NA	NA

Pentress

Pentress

Page 25 J F ALLEN COMPANY P O BOX 2049 BUCKHANNON WV 26201

12. BIDDING SCHEDULE

DISTRICT FOUR

A Class 1 1000 Goshen Road NA NA NA	BLAST URNACE SLAG NA NA NA	STEEL SLAG NA NA
A Class 1 1000 Goshen Road NA NA NA	SLAG NA NA NA	SLAG NA NA
A Class 1 1000 Goshen Road NA NA NA	NA NA NA	NA NA
A Class 1 1000 Gostler Road NA	NA NA	NA
coco Conhon Bood I NA I	NA	
J No. 8 3000 Goshen Road IVA		NA
K No.9 1000 Goshen Road NA	NA I	NA NA
Gabion Stone 500 Goshen Road NA		NA NA
M Fine Aggregate 1000 Goshen Road NA	NA NA	NA NA
N Standard Abr. 1000 Goshen Road NA	NA NA	NA NA
O Modified Abr 1000 Goshen Road NA	NA NA	NA NA
Q Shot Rock 500 Goshen Road NA	NA	NA
PRESTON COUNTY		
A Class 1 1000 Albright NA	NA	NA
A Class I	NA	NA
D Class 2. Albright NA	NA	NA
Albright NA	NA	NA
NA Albright	NA	NA NA
G No. 07	NA	NA
Albright NA	NA	NA NA
NA Albright	NA	NA
Albuimbe NA	NA	NA
W Thie Aggregation Athright NA	NA	NA
NA Athright	NA	NA
NA Albright	NA	NA
PRESTON COUNTY		- N.O.
A Class 1 2000 Terra Alta NA	NA NA	NA NA
R Class 2 5000 Terra Alta NA	NA	NA NA
C No.1 1000 Terra Alta NA	NA	NA NA
E No. 467 3000 Terra Alta NA	NA	NA NA
C No. 57 4000 Terra Alta NA	NA	NA
L No.8 2000 Terra Alta NA	NA NA	NA NA
K No. 9 6000 Terra Alta NA	NA	NA NA
Gabion Stone 500 Terra Alta NA	NA	NA NA
M Fine Aggregaty 6000 Terra Alta NA	NA_	NA NA
N Standard Ahr 6000 Terra Alta NA	NA NA	NA NA
O Modified Ahr 6000 Terra Alta NA	NA NA	NA NA
Q Shot Rock 500 Terra Alta NA	NA	NA NA

DISTRICT FOUR

12.2 E	Bidding F.O.B. Div	visìon's Storage	e Site (Continued)			
Contract Item		Estimated Quantity (TONS)	Location of DOH Storage Site	DOH S	(\$/Ton) F.O.B Storage Site	
Rem	or Aggregate			LIMESTONE	BLAST	
	DDECT	ON COUNTY		SANDSTONE	FURNACE	STEEL
	PKESI	JN COONT		GRAVEL, SAND	SLAG	SLAG
	m-1 A	3000	Bruceton Mills	NA	NA	NA
Α	Class 1	5000	Bruceton Mills	NA	NA	NA
В	Class 2	2000	Bruceton Mills	NA	NA	NA
С	No. 1		Bruceton Mills	NA	NA	NA
F	No. 467	3000	Bruceton Mills	NA	NA	NA
G	No. 57	4000	Bruceton Mills	NA	NA	NA
J	No. 8	2000	Bruceton Mills	NA	NA	NA
K	No. 9	6000	Bruceton Mills	NA	NA	NA
L	Gabion Stone	500	Bruceton Mills	NA	NA	NA
M	Fine Aggregati	6000	Bruceton Mills	NA	NA	NA
N	Standard Abr.	6000		NA	NA	NA
0	Modified Abr.	6000	Bruceton Mills	NA NA	NA	NA
Q	Shot Rock	500	Bruceton Mills	177	1	<u></u>
	PRES1	TON COUNTY			L	T NA
Α	Class 1	1000	Masontown	NA NA	NA NA	H NA
В	Class 2	2000	Masontown	NA	NA NA	NA NA
F	No. 467	3000	Masontown	NA	NA NA	NA NA
J	No. 8	2000	Masontown	NA	NA	+ NA
K	No. 9	1000	Masontown	NA	NA NA	NA NA
M	Fine Aggregat		Masontown	NA	NA NA	NA NA
N	Standard Abr.		Masontown	NA	NA NA	NA NA
0	Modified Abr.	1000	Masontown	NA	NA NA	NA NA
Q	Shot Rock	500	Masontown	NA	NA	144
G.		TON COUNTY	, -			T NA
٨	Class 1	2000	Aurora	NA	NA	NA NA
A	Class 1	5000	Aurora	NA NA	NA NA	NA NA
В	No. 1	2000	Aurora	NA NA	NA NA	NA NA
C	No. 467	3000	Aurora	NA	NA	NA NA
F		3000	Aurora	NA	NA	NA NA
G	No. 57	2000	Aurora	NA	NA	NA NA
J	No. 8	6000	Aurora	NA	NA NA	NA NA
K	No. 9		Aurora	NA	NA	NA NA
L	Gabion Stone		Aurora	NA	NA	NA_
М	Fine Aggrega		_	NA	NA_	NA NA
N	Standard Abi			NA	NA	NA NA
0	Modified Abr	500		NA	NA	NA J
Q	Shot Rock	500	, ,,,,	\$		

DISTRICT FOUR

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	LIMESTONE SANDSTONE	\$/Ton) F.O.B. torage Site BLAST FURNACE	STEEL
	PRESIC	N COUNTY		GRAVEL, SAND	SLAG	SLAG
		2000	Fellowsville	\$15.25	NA	NA
Α	Class 1	2000	Fellowsville	\$16.15	NA	NA NA
В	Class 2	5000 1000	Fellowsville	\$18.00	NA	NA
С	No. 1		Fellowsville	\$18.00	NA	NA
F	No. 467	3000	Fellowsville	\$19.10	NA	NA
G	No. 57	3000	Fellowsville	\$19.50	NA	NA
J	No. 8	2000	Fellowsville	\$29.75	NA	NA
K	No. 9	5000	Fellowsville	\$18.10	NA	NA
L	Gabion Stone	500		NA	NA	NA
Μ	Fine Aggregate	5000	Fellowsville	\$19.00	NA	NA
N	Standard Abr.	5000	Fellowsville	\$19.00	NA	NA
0	Modified Abr.	5000 500	Fellowsville Fellowsville	\$21.00	NA	NA
	PREST	ON COUNTY	Managebor	l NA	l NA	NA]
	0) 4	500	Macomber	NA		<u> </u>
A	Class 1 Class 2	500	Macomber	NA NA	NA	NA NA
В	No. 8	500	Macomber	NA	NA	NA NA
J	No. 9	500	Macomber	NA	NA	NA NA
K		E00	Macomber	NA	NA	NA NA
M	Fine Aggregate Standard Abr.	500	Macomber	NA	NA	NA NA
N	Modified Abr.	500	Macomber	NA	NA	NA NA
0		500	Macomber	NA	NA NA	NA
Q	Shot Rock PRESTO	N COUNTY (I-6				NA
۸	Class 1	1000	Coopers Rock	NA NA	NA NA	NA NA
A	No. 8	3000	Coopers Rock	NA	NA NA	
j	No. 8 No. 9	3000	Coopers Rock	NA	NA_	NA NA
K	Gabion Stone	=00	·	NA NA	NA NA	NA NA
L	Standard Abr.			NA NA	NA_	NA NA
N	Modified Abr.	·		NA	NA_	NA NA
0		500	'	NA	NA	NA NA
Q	Shot Rock	000				

Page 28 J F ALLEN COMPANY P O BOX 2049 BUCKHANNON WV 26201

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					
TAYLOR COUNTY								
АВСҒGJКLMNOQ	Class 1 Class 2 No. 1 No. 467 No. 57 No. 8 No. 9 Gabion Stone Fine Aggregate Standard Abr. Modified Abr. Shot Rock	1000 5000 1000 1000 3000 6000 6000 6000 6000 6	Pruntytown Pruntytown Pruntytown Pruntytown Pruntytown Pruntytown Pruntytown Pruntytown Pruntytown Pruntytown Pruntytown Pruntytown Pruntytown Pruntytown					

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

BLAST	
FURNACE	STEEL
SLAG	SLAG
NA	NA
	FURNACE SLAG NA NA NA NA NA NA NA NA NA

Page 29 J F ALLEN COMPANY P O BOX 2049 BUCKHANNON WV 26201

12. BIDDING SCHEDULE

DISTRICT SEVEN

12.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	DOH S	(\$/Ton) F.O.B. storage Site	
				LIMESTONE	FURNACE	STEEL
	<u>BARBO</u>	<u>UR COUNTY</u>		SANDSTONE	SLAG	SLAG
	•			GRAVEL, SAND	NA NA	NA NA
Α	Class 1	6000	Philippi	\$13.15	NA NA	NA NA
В	Class 2	3000	Philippi	\$13.15	NA NA	NA NA
C	No. 1	500	Philippi	\$15.25	NA NA	NA NA
D	No. 3	500	Philippi	\$15.45	NA NA	NA NA
F	No. 467	2000	Philippi	\$15.40	NA NA	NA NA
G	No. 57	1000	Philippi	\$15.75	NA NA	NA NA
Ĵ	No. 8	2500	Philippi	\$15.80	NA NA	NA NA
K	No. 9	1500	Philippi	\$16.60	NA NA	NA NA
L	Gabion Stone	500	Philippi	\$15.35	NA NA	NA NA
N	Standard Abr.	1000	Philippi	\$16.25	NA NA	NA NA
0	Modified Abr.	500	Philippi	\$17.25	NA NA	NA NA
Q	Shot Rock	500	Philippi	\$22.00	I NA	14/
	BARBO	OUR COUNTY				T
Α	Class 1	2000	Belington	\$11.35	NA NA	NA NA
В	Class 2	2000	Belington	\$11.35	NA	NA NA
C	No. 1	500	Belington	\$13.00	NA	NA NA
D	No. 3	500	Belington	\$13.25	NA NA	NA NA
F	No. 467	500	Belington	\$13.30	NA NA	NA NA
j	No. 8	2000	Belington	\$14.70	NA NA	NA NA
K	No. 9	1000	Belington	\$15.55	NA NA	NA NA
L	Gabion Stone	200	Belington	\$13.60	NA NA	NA NA
N	Standard Abr.	1000	Belington	\$15.20	NA NA	NA NA
Ö	Modified Abr.	500	Belington	\$15.80	NA NA	NA NA
Q	Shot Rock	500	Belington	\$21.75	NA NA	NA
Q		TON COUNTY				
Λ	Class 1	20000	Laurel	\$17.25	NA	NA NA
A	Class 2	10000	Laurel	\$18.25	NA NA	NA NA
В	No. 1	500	Laurel	\$19.45	NA	NA NA
C	No. 3	4000	Laurel	\$19.45	NA	NA
D	No. 3 No. 467	500	Laurel	\$20.00	NA	NA
F		500	Laurel	\$20.00	NA	NA NA
G	No. 57 No. 8	5000	Laurel	\$21.50	NA	NA
J	No. 9	1000	Laurel	\$23.45	NA	NA NA
K	Gabion Stone	500	Laurel	\$19.75	NA	NA
L	Standard Abr.	500		\$21.50	NA	NA
N	Modified Abr.	500		\$22.50	NA_	NA
0	Shot Rock	1000		\$24.00	NA	NA
Q	SHOT WORK	1300	–	<u> </u>		

Page 30 J F ALLEN COMPANY P O BOX 2049 BUCKHANNON WV 26201

12. BIDDING SCHEDULE

DISTRICT SEVEN

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	DOH S	(\$/Ton) F.O.B. torage Site	
	BRAXT	ON COUNTY		LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
	Ot and Aby	500	Gassaway	\$21.75	NA	NA
N	Standard Abr.	500 500	Gassaway	\$21.75	NA	NA
0	Modified Abr.	300	Gassanay		L	
	BRAXT	ON COUNTY				
·	Ni- O	1000	Heaters	\$21.00	NA	NA
J	No. 8	500	Heaters	\$21.00	NA	NA
N	Standard Abr.	500	Heaters	\$21.00	NA	NA
0	Modified Abr.	300	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<u> </u>		
	BRAXTON	N COUNTY (I-79	<u>9)</u>			
	Ol	500	Burnsville	\$16.85	NA	NA
A	Class 1	4000	Burnsville	\$19.95	NA	NA
J	No. 8	500 500	Burnsville	\$20.45	NA	NA
K	No. 9	500 500	Burnsville	\$20.45	NA	NA
K	No. 9 Standard Abr.	500 500	Burnsville	\$20.25	NA	NA
N O	Modified Abr.	500 500	Burnsville	\$20.95	NA	NA
	BRAXTO	N COUNTY (1-7			T NA	NA
Α	Class 1	500	Coon Knob	\$21.95	NA NA	NA NA
J	No. 8	500	Coon Knob	\$25.75		NA NA
K	No. 9	500	Coon Knob	\$25.95	NA NA	NA NA
L	Gabion Stone	100	Coon Knob	\$23.70	NA NA	NA NA
N	Standard Abr.	500	Coon Knob	\$26.65	NA NA	NA NA
0	Modified Abr.	500	Coon Knob	\$25.85	<u>I NA</u>	
	GILN	MER COUNTY				
_	O) . 4	40000	Glenville	\$16.48	NA	NA
A	Class 1	4000 4000	Glenville	\$16.90	NA	NA
В	Class 2	1000	Glenville	\$18.90	NA	NA
C	No. 1	2500	Glenville	\$19.70	NA	NA
D	No. 3	2500	Glenville	\$19.70	NA	NA
F	No. 467	500	Glenville	\$20.20	NA	NA
G	No. 57	2000	Glenville	\$18.95	NA	NA
J	No. 8	500		\$22.10	NA	NA
K	No. 9			\$19.50	NA	NA
L	Gabion Stone			\$19.25	NA	NA
N	Standard Abr Modified Abr.	, 2000 500		\$19.75	NA	NA
0		500		\$24.00	NA	NA
Q	Shot Rock	500	0,0114,110	L		

DISTRICT SEVEN

Contract Item				(\$/Ton) F.O.E Storage Site	3.	
				LIMESTONE	BLAST	
	LEV	VIS COUNTY		SANDSTONE	FURNACE	STEEL
	Ball 19900 W			GRAVEL, SAND	SLAG	SLAG
Α	Class 1	10000	Bendale, Weston	\$13.65	NA	NA
В	Class 2	10000	Bendale, Weston	\$13.70	NA	NA
Ċ	No. 1	1000	Bendale, Weston	\$15.10	NA	NA
Ď	No. 3	2000	Bendale, Weston	\$15.10	NA	NA
– F	No. 467	5000	Bendale, Weston	\$15.35	NA	NA NA
H	No. 67	500	Bendale, Weston	\$15.45	NA	NA
J	No. 8	5000	Bendale, Weston	\$15.80	NA	NA
ĸ	No. 9	2000	Bendale, Weston	\$16.35	NA	NA
L	Gabion Stone	1000	Bendale, Weston	\$15.25	NA	NA
N	Standard Abr.	1000	Bendale, Weston	\$15.90	NA	NA
0	Modified Abr.	500	Bendale, Weston	\$16.50	NA	NA
Q	Shot Rock	1000	Bendale, Weston	\$21.00	NA	NA
LEWIS COUNTY (CORIDOR H)						
N	Standard Abr.	1000	Mudlick	\$16.50	NA	NA
Ö	Modified Abr.	500	Mudlick	\$16.50	NA	NA
Ū		HUR COUNTY				
А	Class 1	10000	Headquarters	\$11.90	NA	NA
В	Class 2	5000	Headquarters	\$11.90	NA	NA
Ċ	No. 1	1500	Headquarters	\$13.40	NA	NA
D	No. 3	1500	Headquarters	\$13.40	NA	NA
F	No. 467	4000	Headquarters	\$13.70	NA	. NA
J	No. 8	2000	Headquarters	\$15.05	NA	NA
K	No. 9	1500	Headquarters	\$15.90	NA	NA
L	Gabion Stone	500	Headquarters	\$13.90	NA	NA
N	Standard Abr.	2000	Headquarters	\$15.35	NA	NA
Ô	Modified Abr.	500	Headquarters	\$15.35	NA	NA NA
Q	Shot Rock	500	Headquarters	\$22.00	NA NA	NA

DISTRICT SEVEN

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	DOH S	(\$/Ton) F.O.B. Storage Site	
nem	Of Aggregate			LIMESTONE	BLAST	
	LIDOLI	UR COUNTY		SANDSTONE	FURNACE	STEEL
	UPSH	UN COUNTY		GRAVEL, SAND	SLAG	SLAG
	01 4	2500	Kanawha Head	\$13.95	NA	NA
A	Class 1	2500	Kanawha Head	\$13.95	NA	NA
В	Class 2	500	Kanawha Head	\$16.20	NA	NA NA
Č	No. 1	500	Kanawha Head	\$16.20	NA	NA
D	No. 3	2500	Kanawha Head	\$16.05	NA	NA
F	No. 467	2500 500	Kanawha Head	\$17.25	NA	NA
J	No. 8	500 500	Kanawha Head	\$18.10	NA	NA
K	No. 9	200	Kanawha Head	\$16.45	NA	NA
L	Gabion Stone	500 500	Kanawha Head	\$17.25	NA	NA
N	Standard Abr.	500	Kanawha Head	\$18.00	NA	NA
O Q	Modified Abr. Shot Rock	200	Kanawha Head	\$24.00	NA	NA
		TER COUNTY	Dagaga	\$22.25	T NA	T NA
Α	Class 1	2000	Parcoal	\$22.50	NA NA	NA
В	Class 2	2000	Parcoal	\$24.60	NA	NA
С	No. 1	500	Parcoal	\$24.60	NA	NA
D	No. 3	500	Parcoal Parcoal	\$24.60	NA	NA
F	No. 467	500	Parcoal	\$26.00	NA	NA
J	No. 8	2500	Parcoal	\$30.00	NA	NA
K	No. 9	1000		\$24.30	NA	NA
L	Gabion Stone	500	Parcoal Parcoal	\$26.00	NA	NA
N	Standard Abr.	2000	Parcoal	\$26.10	NA	NA
0	Modified Abr	500 500	Parcoal	\$31.90	NA	NA
Q	Shot Rock WEB	STER COUNTY		<u> </u>		
	01	3000	Big Ditch Lake	\$24.75	NA NA	NA
A	Class 1	2000	Big Ditch Lake	\$24.95	NA	NA
В	Class 2	1000	Big Ditch Lake	\$27.00	NA	NA
C	No. 1	500	Big Ditch Lake	\$27.00	NA	NA
D	No. 3	2500	Big Ditch Lake	\$28.00	NA	NA
J	No. 8	1000	Big Ditch Lake	\$25.85	NA	NA
K	No. 9		Big Ditch Lake	\$26.95	NA	NA
L	Gabion Stone		Big Ditch Lake	\$28.00	NA	NA
N	Standard Abr.	500	Big Ditch Lake	\$28.00	NA	NA
0	Modified Abr.	500	DIS 2.001 = 0.00	L		

Page 33 J F ALLEN COMPANY P O BOX 2049 BUCKHANNON WV 26201

12. BIDDING SCHEDULE

DISTRICT SEVEN

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

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
	WEBS	TER COUNTY	
Α	Class 1	3000	Hacker Valley
В	Class 2	2000	Hacker Valley
Ċ	No. 1	500	Hacker Valley
Ď	No. 3	500	Hacker Valley
F	No. 467	500	Hacker Valley
J	No. 8	1000	Hacker Valley
K	No. 9	500	Hacker Valley
L	Gabion Stone	500	Hacker Valley
N	Standard Abr.	1500	Hacker Valley
0	Modified Abr.	500	Hacker Valley

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

LIMESTONE	BLAST	
SANDSTONE	FURNACE	STEEL
GRAVEL, SAND	SLAG	SLAG
\$15.85	NA	NA
\$15.85	NA	NA
\$18.95	NA	NA
\$18.95	NA	NA
\$18.95	NA	NA
\$19.50	NA	NA
\$19.90	NA	NA
\$18.65	NA	NA
\$19.50	NA	NA
\$19.50	NA	NA

Page 34 J F ALLEN COMPANY P O BOX 2049 BUCKHANNON WV 26201

12. BIDDING SCHEDULE

DISTRICT EIGHT

12.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site		DOH :	(\$/Ton) F.O.B Storage Site	
				-	LIMESTONE	BLAST	
PENDLETON COUNTY			1	SANDSTONE	FURNACE	STEEL	
					GRAVEL, SAND	SLAG	SLAG
Α	Class 1	2500	Franklin (US 220N)	L	NA	NA	NA
В	Class 2	2700	Franklin (US 220N)		NA	NA	NA
С	No. 1	1000	Franklin (US 220N)		NA	NA	NA
G	No. 57	1000	Franklin (US 220N)		NA	NA	NA
Н	No. 67	1000	Franklin (US 220N)		NA	NA	NA
J	No. 8	950	Franklin (US 220N)		NA	NA	NA
K	No. 9	2000	Franklin (US 220N)		NA	NA	NA
L	Gabion Stone	135	Franklin (US 220N)		NA	NA	NA
Ν	Standard Abr.	2400	Franklin (US 220N)		NA	NA	NA
0	Modified Abr.	4400	Franklin (US 220N)		NA	NA	NA
A B C G H	Class 1 Class 2 No. 1 No. 57 No. 67	275 1160 1000 500 500	Franklin (US 220S) Franklin (US 220S) Franklin (US 220S) Franklin (US 220S) Franklin (US 220S)	:	NA NA NA NA NA	NA NA NA NA	NA NA NA NA
J	No. 8	700	Franklin (US 220S)		NA	NA	NA
K	No. 9	2000	Franklin (US 220S)		NA	NA	NA
L	Gabion Stone	500	Franklin (US 220S)		NA	NA	NA
Ν	Standard Abr.	2400	Franklin (US 220S)		NA	NA	NA
0	Modified Abr.	1300	Franklin (US 220S)	[NA	NA	NA
PENDLETON COUNTY				Γ	NA	NA I	NA]
A B	Class 1	1000 1000	Judy Gap	F	NA NA	NA NA	NA NA
H	Class 2		Judy Gap		NA NA		
Н J	No. 67 No. 8	500 1000	Judy Gap		NA NA	NA NA	NA NA
J K	No. 9	1000	Judy Gap	ŀ	NA NA	NA NA	NA NA
N N	Abrasives	4000	Judy Gap		NA NA	NA NA	NA NA
			Judy Gap	-	NA NA		NA NA
0	Modified Abr.	3300	Judy Gap	L	NA	NA	NA

DISTRICT EIGHT

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	٦		(\$/Ton) F.O.I Storage Site	3.
	DENIDIE	TON COUNTY			SANDSTONE	FURNACE	STEEL
	F En IN L.Z. L.	TON COUNTY			GRAVEL, SAND	SLAG	SLAG
Α	Class 1	1000	Onego	ŀ	NA	NA NA	NA NA
В	Class 2	1000	Onego		NA NA	NA NA	NA I
Н	No. 67	500	Onego	-	NA NA	NA NA	NA
J	No. 8	1000	Onego		NA NA	NA NA	- NA
ĸ	No. 9	1000	Onego		NA NA	NA NA	NA NA
N	Abrasives	3000	Onego	1	NA NA	NA NA	NA NA
Ö	Modified Abr.	2200	Onego	ŀ	NA NA	NA NA	NA NA
	PENDI E	TON COUNTY					
	t have f \ ker fine kee	10K OOOKI I					
Α	Class 1	1000	Brandywine	ſ	NA	NA	NA]
В	Class 2	450	Brandywine	ŀ	NA	NA	NA
Н	No. 67	500	Brandywine	Ī	NA	NA	NA
J	No. 8	1000	Brandywine	Ī	NA	NA	NA
K	No. 9	1000	Brandywine	ľ	NA	NA	NA
N	Standard Abr.	2000	Brandywine		NA	NA	NA
0	Modified Abr.	1600	Brandywine		NA	NA	NA
	POCAHO	NTAS COUNTY	,				
	***************************************		•				
Α	Class 1	3000	Marlington	ſ	NA	NA	NA
В	Class 2	5000	Marlington	Ī	NA	NA	NA
Н	No. 67	1000	Marlington	Γ	NA	NA	NA
J	No. 8	6000	Marlington	Γ	NA	NA	NA
K	No. 9	1000	Marlington		NA	NA	NA
0	Modified Abr.	3000	Marlington		NA	NA	NA
	POCAHO	NTAS COUNT)	<u>(</u>				
А	Class 1	1500	Green Bank	I .	NA	NA	NA]
В	Class 2	2500	Green Bank	-	NA	NA I	NA NA
Н	No. 67	300	Green Bank	- Alexander	NA	NA	NA
J	No. 8	2000	Green Bank		NA	NA	NA NA
K	No. 9	500	Green Bank	Ì	NA	NA	NA NA
0	Modified Abr.	1500	Green Bank		NA	NA	NA
				_			

DISTRICT EIGHT

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	DOH	(\$/Ton) F.O.E Storage Site	
				LIMESTONE	BLAST	OTEE
	<u>POCAHO</u>	<u>NTAS COUNTY</u>	, -	SANDSTONE	FURNACE	STEEL
				GRAVEL, SAND	SLAG	SLAG NA
Α	Class 1	1500	Hillsboro	NA NA	NA NA	NA NA
В	Class 2	5000	Hillsboro	NA NA	NA NA	NA I
Н	No. 67	1000	Hillsboro	NA NA	NA NA	NA NA
K	No. 9	1000	Hillsboro	L IVA	<u> </u>	1975
	POCAHO	NTAS COUNTY	, -			
۸	Class 4	1500	Thornwood	l NA	NA I	NA
A B	Class 1 Class 2	1000	Thornwood	NA NA	NA 1	NA
J	No. 8	1000	Thornwood	NA	NA NA	NA
Ö	Modified Abr.	4000	Thornwood	NA	NA	NA
		NTAS COUNT	<u>(</u>	A		
В	Class 2	1000	Linwood	NA	NA I	NA
J	No. 8	1000	Linwood	NA	NA	NA
K	No. 9	500	Linwood	NA	NA	NA
Ô	Modified Abr.	2500	Linwood	NA	NA	NA
	POCAHO	NTAS COUNT	<u> </u>			
Н	No. 67	300	Seebert	NA	NA	NA
J	No. 8	2000	Seebert	NA	NA	NA
Ö	Modified Abr.	4000	Seebert	NA	NA	NA
	RANDO	DLPH COUNTY				
۸	Class 1	500	Coalton	\$11.25	NA NA	NA
A B	Class 2	500	Coalton	\$11.25	NA	NA
Н	No. 67	500	Coalton	\$12.75	NA	NA
J	No. 8	3000	Coalton	\$13.00	NA	NA
K	No. 9	2000	Coalton	\$13.75	NA	NA
, ,		OLPH COUNTY		Lauren		
	KANDI	OLFH COUNTY				
Α	Class 1	1000	Mill Creek	\$11.35	NA	NA
В	Class 2	1000	Mill Creek	\$11.35	NA	NA
H	No. 67	500	Mill Creek	\$13.00	NA	NA
J	No. 8	5000	Mill Creek	\$14.00	NA	NA
K	No. 9	500	Mill Creek	\$14.50	NA NA	NA J

DISTRICT EIGHT

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site		(\$/Ton) F.O.B. torage Site	
	RAN	NDOLPH COUN	ITY	LIMESTONE SANDSTONE	BLAST FURNACE	STEEL
			••••••	GRAVEL, SAND	SLAG	SLAG
Α	Class 1	1500	Pickens	\$16.10	NA	NA
В	Class 2	1500	Pickens	\$16.10	NA	NA
Н	No. 67	1000	Pickens	\$17.70	NA	NA
J	No. 8	1800	Pickens	\$17.75	NA	NA
	RAN	NDOLPH COUN	<u>NTY</u>			
۸	Class 1	1000	Elkins	\$10.00	NA I	NA
A B	Class 2	1000	Elkins Elkins	\$10.00	NA NA	NA NA
Н	No. 67	500	Elkins	\$10.00	NA NA	NA NA
J	No. 8	3500	Elkins	\$12.00	NA NA	NA NA
K	No. 9	5000	Elkins	\$11.00	NA NA	NA NA
, ,	710. 0	0000	2	411.00	1	
	RAN	NDOLPH COUN	NTY			
Α	Class 1	100	Harman	\$12.00	NA	NA
В	Class 2	1000	Harman	\$12.00	NA	NA
Н	No. 67	500	Harman	\$13.00	NA	NA
J	No. 8	4000	Harman	\$13.00	NA :	NA
	RAN	NDOLPH COU	NTY			
Α	Class 1	1000	Valley Head	\$14.00	NA	NA]
В	Class 1	1000	Valley Head	\$14.00	NA NA	NA NA
Н	No. 67	1000	Valley Head	\$16.00	NA NA	NA NA
J	No. 8	3500	Valley Head	\$15.00	NA NA	NA NA
		NDOLPH COU	•	<u> </u>		
Δ	Olass 4	4000	Con Hillmodowin HC 040	640.40	I NIA	
A	Class 1		Cor. H Headqrts. US 219	\$10.40	NA NA	NA NA
H N	No. 67 Standard Abr.		Cor. H Headqrts. US 219 Cor. H Headqrts. US 219	\$12.90 \$13.40	NA NA	NA NA
1.7	Standard Abr.	1000	Cor. H Headqrts. 05 219	<u> </u>	NA	NA
	TU	JCKER COUN	<u>ry</u>			
Α	Class 1	2000	Parsons	\$12.20	NA NA	NA
В	Class 2	4000	Parsons	\$12.20	NA NA	NA
J	No. 8	6000	Parsons	\$14.90	NA NA	NA
K	No. 9	1200	Parsons	\$16.95	NA	NA
					<u></u>	

Page 38 J F ALLEN COMPANY P O BOX 2049 BUCKHANNON WV 26201

12. BIDDING SCHEDULE

DISTRICT EIGHT

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site		(\$/Ton) F.O.B Storage Site	
				LIMESTONE	BLAST	
	TUCI	KER COUNTY		SANDSTONE	FURNACE	STEEL
				GRAVEL, SAND	SLAG	SLAG
Α	Class 1	1300	Thomas	NA	NA	NA
В	Class 2	1500	Thomas	NA	NA	NA
J	No. 8	6000	Thomas	NA	NA	NA
	TUC	KER COUNTY				
J	No. 8	2500	Canaan Valley Pk.	NA	NA	NA

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

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

Vendor's Name:	FIMILLO	MILLARM	
	muchael D.	Mil	Date: OctobER Z1, ZOOS
Purchasing Affidavit (Revised 0	1/01/09)	-00	•