



**State of West Virginia  
Agency Request for Quote**

|  |                            |                         |                                 |
|--|----------------------------|-------------------------|---------------------------------|
| <b>Proc Folder:</b> 909166   |                            |                         | <b>Reason for Modification:</b> |
| <b>Doc Description:</b> STONE & AGGREGATE MAT & DEL.TO NON-ESTAB. LOCATION<br>6621C073 |                            |                         |                                 |
| <b>Proc Type:</b> Agency Master Agreement  |                            |                         |                                 |
| <b>Date Issued</b>   | <b>Solicitation Closes</b> | <b>Solicitation No</b>  | <b>Version</b>                  |
| 2021-07-21   | 2021-08-11 14:30           | ARFQ 0803 DOT2200000003 | 1                               |

**BID RECEIVING LOCATION**

FINANCE & ADMINISTRATION  
 DIVISION OF HIGHWAYS  
 BLDG 5, RM A-220  
 1900 KANAWHA BLVD E  
 CHARLESTON WV 25302  
 US

**VENDOR**

**Vendor Customer Code:** 000000100174  
**Vendor Name :** Appalachian Aggregates, LLC  
**Address :**21071  
**Street :** Midland Trl W  
**City :** Lewisburg  
**State :** WV **Country :** US **Zip :**24901  
**Principal Contact :** Andy Clevinger / Doug Canterbury  
**Vendor Contact Phone:** 304-392-5872 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Kristine E James  
 304-414-7104  
 kristy.e.james@wv.gov

**Vendor Signature X** *Andy Clevinger* **FEIN#** 01-0640503 **DATE** 8-10-21

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

**ADDITIONAL INFORMATION**

**\*\*\*\*\*NOTICE\*\*\*\*\***

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- \* UPLOAD TO OASIS
- \* HAND DELIVERY
- \* MAIL IN HARD COPY

MAKE SURE YOU DOWNLOAD ALL INFORMATION

TERMS AND CONDITIONS-SPECIFICATIONS-INFORMATIONAL ATTACHMENTS-PURCHASING AFFIDAVIT-PRICING PAGES-  
SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE  
PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WWSOS, TAX DEPARTMENT, WORKER'S  
COMPENSATION, AND UNEMPLOYMENT INSURANCE

**INVOICE TO** | **SHIP TO**

VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA  
  
VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

| Line | Comm Ln Desc  | Qty     | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 1    | STONE, AGGREGATE, CINDERS -<br>MAT.&DEL. TO NON-ESTAB. LOCATION | 0.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 11111600  |              |               |         |

**Extended Description:**

STONE, AGGREGATE, CINDERS - MAT.&DEL. TO NON-ESTAB. LOCATION PER ATTACHED PRICING PAGE AND  
INFORMATION ATTACHMENT FORM

**SCHEDULE OF EVENTS**

| <u>Line</u> | <u>Event</u>                        | <u>Event Date</u> |
|-------------|-------------------------------------|-------------------|
| 1           | TECHINCAL QUESTIONS DUE BY 10:00 AM | 2021-07-29        |

|               | Document Phase | Document Description   | Page |
|---------------|----------------|--|------|
| DOT2200000003 | Final          | STONE & AGGREGATE MAT &<br>DEL. TO NON-ESTAB. LOCATION<br>6621C073 | 3    |

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



# INSTRUCTIONS TO VENDORS SUBMITTING BIDS

## West Virginia Division of Highways Operations Division

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency at the address listed below on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason. The Agency will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
WV Department of Transportation, Budget Procurement  
1900 Kanawha Boulevard East, Room 260  
Charleston, WV 25305

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

|                      |                                  |
|----------------------|----------------------------------|
| SEALED BID:          | Stone & Aggregate Mat & Delivery |
| BUYER:               | Kristy James                     |
| SOLICITATION NUMBER: | ARFQ DOT 220000003               |
| BID OPENING DATE:    | 8/11/2021                        |
| BID OPENING TIME:    | 2:30 P.M.                        |
| FAX NUMBER:          | N/A                              |

**4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION  
**Stone & Aggregate with Delivery to Non-Established Locations**

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8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Services provided under this contract.

8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

8.2.1 Immediate cancellation of the contract.

8.2.2 Immediate cancellation of one or more delivery orders issued under this contract.

8.2.3 Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

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

9.2 **Vendor Supply:** Vendor must carry sufficient inventory of the contract Items being offered to fulfill its obligations under this contract. By signing its bid, Vendor certifies that it can supply the contract Items contained in its bid response.

9.3 **Reports:** For Items purchased during the term of this contract, the Vendor shall provide the Agency with reports, in electronic spreadsheet format, with purchased contract Items, total dollar value, quantities, shipments, and delivery information, quarterly, or annual summaries, or upon request. Failure to supply such reports may be grounds for cancellation of this contract.

9.4 **Contract Manager:** During its performance of this contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this contract. Vendor shall provide the Agency with its current email addresses, billing/payment addresses, phone numbers, fax numbers, and any changes to the latter or its Contract Manager during the life of the contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Andy Clevinger  
Telephone Number: 276-326-1145  
Fax Number: 276-322-3617  
Email Address: andy.clevinger@apag3wv.com

**CERTIFICATION AND SIGNATURE PAGE**

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

Appalachian Aggregates, LLC  
(Full Company Name)

Andy Cly  
(Authorized Signature)

Andy Clevinger Sales Manager  
(Print or Type Name and Title  
of Signatory)

276-326-1145 ext 1225  
(Phone Number)

276-322-3617  
(Fax Number)

andy.clevinger@appaggwv.com  
(Email address)

8-10-21  
(Date)

**Form pre-approved by DOH legal division on July 12, 2016.  
Attorney signature not required.**



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

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

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

Addendum Numbers Received:  
(Check the box next to each addendum received)

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

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

Appalachian Aggregates  
Full Company Name

Andy Ch  
Authorized Signature

8-10-21  
Date

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

PLANT SOURCE Name: Mercer Quarry  
Princeton WV

Vendor must indicate the PLANT SOURCE & STORAGE site locations for Pricing below:

Vendor must indicate the PLANT SOURCE & STORAGE site locations for Pricing below:

Vendor must indicate the PLANT SOURCE & STORAGE site locations for Pricing below:

| Pay Item | Description of Material      | Limestone, Sandstone, Gravel, Sand | Blast Furnace Slag | Steel Slag | Limestone, Sandstone, Gravel, Sand | Blast Furnace Slag | Steel Slag | Limestone, Sandstone, Gravel, Sand | Blast Furnace Slag | Steel Slag |
|----------|------------------------------|------------------------------------|--------------------|------------|------------------------------------|--------------------|------------|------------------------------------|--------------------|------------|
| A        | Class 1 Aggregate            | 10.50                              |                    |            | 10.50                              |                    |            | 10.50                              |                    |            |
| B        | Class 2 Aggregate            | 10.50                              |                    |            | 10.50                              |                    |            | 10.50                              |                    |            |
| C        | Class 10 Aggregate           | 10.50                              |                    |            | 10.50                              |                    |            | 10.50                              |                    |            |
| D        | AASHTO #1 Aggregate          | 14.40                              |                    |            | 14.40                              |                    |            | 14.40                              |                    |            |
| E        | AASHTO #3 Aggregate          | 14.40                              |                    |            | 14.40                              |                    |            | 14.40                              |                    |            |
| F        | AASHTO #4 Aggregate          | -                                  |                    |            | -                                  |                    |            | -                                  |                    |            |
| G        | AASHTO #467 Aggregate        | 14.75                              |                    |            | 14.75                              |                    |            | 14.75                              |                    |            |
| H        | AASHTO #57 Aggregate         | 14.75                              |                    |            | 14.75                              |                    |            | 14.75                              |                    |            |
| I        | AASHTO #67 Aggregate         | 15.75                              |                    |            | 15.75                              |                    |            | 15.75                              |                    |            |
| J        | AASHTO #7 Aggregate          | -                                  |                    |            | -                                  |                    |            | -                                  |                    |            |
| K        | AASHTO #8 Aggregate          | 15.25                              |                    |            | 15.25                              |                    |            | 15.25                              |                    |            |
| L        | AASHTO #9 Aggregate          | 15.25                              |                    |            | 15.25                              |                    |            | 15.25                              |                    |            |
| M        | Stone for Gabions            | 13.00                              |                    |            | 13.00                              |                    |            | 13.00                              |                    |            |
| N        | Fine Aggregate               | 17.00                              |                    |            | 17.00                              |                    |            | 17.00                              |                    |            |
| OA       | Limestone Standard Abrasives | 15.25                              |                    |            | 15.25                              |                    |            | 15.25                              |                    |            |
| OB       | Sandstone Standard Abrasives | -                                  |                    |            | -                                  |                    |            | -                                  |                    |            |
| OC       | Steel Slag for SRIC          | -                                  |                    |            | -                                  |                    |            | -                                  |                    |            |
| PA       | Limestone Modified Abrasives | 15.25                              |                    |            | 15.25                              |                    |            | 15.25                              |                    |            |
| PB       | Sandstone Modified Abrasives | -                                  |                    |            | -                                  |                    |            | -                                  |                    |            |
| Q        | Rip Rap                      | 20.00                              |                    |            | 20.00                              |                    |            | 20.00                              |                    |            |
| R        | Shot Rock                    | 20.00                              |                    |            | 20.00                              |                    |            | 20.00                              |                    |            |
| S        | AASHTO #8 Modified           | 15.25                              |                    |            | 15.25                              |                    |            | 15.25                              |                    |            |
| T        | AASHTO #9 Modified           | 15.25                              |                    |            | 15.25                              |                    |            | 15.25                              |                    |            |
| U        | Pea Gravel                   | -                                  |                    |            | -                                  |                    |            | -                                  |                    |            |
| V        | #1 Limestone Abrasives       | 16.50                              |                    |            | 16.50                              |                    |            | 16.50                              |                    |            |
| W        | Quarry Waste                 | 9.50                               |                    |            | 9.50                               |                    |            | 9.50                               |                    |            |
| Z        | Imbricated Stone             | -                                  |                    |            | -                                  |                    |            | -                                  |                    |            |
| AA       | Cinders                      | -                                  |                    |            | -                                  |                    |            | -                                  |                    |            |

Enter below the Pricing for Haul of Items A-W and AA (Except for Q, R and Z):

|    |                           |      |  |  |      |  |  |      |  |  |
|----|---------------------------|------|--|--|------|--|--|------|--|--|
| X1 | Haul, First Ton-Mile      | 1.25 |  |  | 1.25 |  |  | 1.25 |  |  |
| X2 | Haul, Additional Ton-Mile | 0.27 |  |  | 0.27 |  |  | 0.27 |  |  |

Enter below the Pricing For Haul of Items Q, R and Z ONLY:

|    |                           |      |  |  |      |  |  |      |  |  |
|----|---------------------------|------|--|--|------|--|--|------|--|--|
| Y1 | Haul, First Ton-Mile      | 1.95 |  |  | 1.95 |  |  | 1.95 |  |  |
| Y2 | Haul, Additional Ton-Mile | 0.35 |  |  | 0.35 |  |  | 0.35 |  |  |



PLANT SOURCE Name:

Alta Quarry-  
Lewisburg, WV

STORAGE SITE(s) City/State:

Vendor must indicate the PLANT SOURCE & STORAGE site locations for Pricing below:

Vendor must indicate the PLANT SOURCE & STORAGE site locations for Pricing below:

Vendor must indicate the PLANT SOURCE & STORAGE site locations for Pricing below:

| Pay Item  | Description of Material      | Alta Quarry-<br>Lewisburg, WV              | Beckley Quarry<br>Mt. Hope, WV              | QuarryMill Point,<br>WV                     |
|---|------------------------------|--|---|---|
| A   | Class 1 Aggregate            | Limestone, Sandstone, Gravel, Sand<br>9.50 | Limestone, Sandstone, Gravel, Sand<br>17.15 | Limestone, Sandstone, Gravel, Sand<br>11.85 |
| B   | Class 2 Aggregate            | 9.50                                       | 17.00                                       | 11.60                                       |
| C   | Class 10 Aggregate           | 9.50                                       | 17.00                                       | 11.60                                       |
| D   | AASHTO #1 Aggregate          | 12.40                                      | -   | 14.00                                       |
| E   | AASHTO #3 Aggregate          | 12.40                                      | 18.00                                       | 14.00                                       |
| F   | AASHTO #4 Aggregate          | 12.40                                      | 18.00                                       | 14.00                                       |
| G   | AASHTO #4.67 Aggregate       | 14.15                                      | 18.00                                       | 14.45                                       |
| H   | AASHTO #5.7 Aggregate        | 14.15                                      | 18.35                                       | 14.25                                       |
| I   | AASHTO #6.7 Aggregate        | 14.15                                      | 18.50                                       | 14.25                                       |
| J   | AASHTO #7 Aggregate          | -  | -   | -   |
| K   | AASHTO #8 Aggregate          | 14.50                                      | 19.85                                       | 15.50                                       |
| L   | AASHTO #9 Aggregate          | 15.25                                      | 18.35                                       | -   |
| M   | Stone for Gabions            | 12.75                                      | 18.75                                       | 14.45                                       |
| N   | Fine Aggregate               | 16.75                                      | -   | -   |
| OA  | Limestone Standard Abrasives | 15.00                                      | -   | 14.85                                       |
| OB  | Sandstone Standard Abrasives | -  | 17.75                                       | -   |
| OC  | Steel Slag for SRIC          | -  | -   | -   |
| PA  | Limestone Modified Abrasives | 15.00                                      | -   | 14.85                                       |
| PB  | Sandstone Modified Abrasives | -  | 17.75                                       | -   |
| Q   | Rip Rap                      | 20.00                                      | 21.00                                       | 19.50                                       |
| R   | Shot Rock                    | 19.75                                      | 20.50                                       | 19.00                                       |
| S   | AASHTO #8 Modified           | 14.75                                      | 19.85                                       | 15.50                                       |
| T   | AASHTO #9 Modified           | 15.25                                      | 18.00                                       | -   |
| U   | Pea Gravel                   | -  | -   | -   |
| V   | #11 Limestone Abrasives      | 16.50                                      | -   | -   |
| W   | Quarry Waste                 | 9.00                                       | 15.00                                       | 11.00                                       |
| Z   | Imbricated Stone             | -  | -   | -   |
| AA  | Cinders                      | -  | -   | -   |
| Enter below the Pricing for Haul of Items A-W and AA (Except for Q, R and Z): |                              |  |   |   |
| X1  | Haul, First Ton-Mile         | 1.11                                       | 1.25  | 1.35  |
| X2  | Haul, Additional Ton-Mile    | 0.22                                       | 0.26  | 0.22  |
| Enter below the Pricing For Haul of Items Q, R and Z ONLY:                    |                              |  |   |   |
| Y1  | Haul, First Ton-Mile         | 1.95                                       | 1.95  | 1.95  |
| Y2  | Haul, Additional Ton-Mile    | 0.32                                       | 0.38  | 0.32  |

**Non-Established Agency Locations, ONLY.**

Vendor must indicate the PLANT SOURCE & STORAGE site locations for Pricing below:

|  |                       |            |
|--|-----------------------|------------|
| Kelly Min Quarry<br>Elkins, WV           |                       |            |
| Limestone,<br>Sandstone,<br>Gravel, Sand | Blast Furnace<br>Slag | Steel Slag |
| 10.00                                    |                       |            |
| 10.45                                    |                       |            |
| 10.65                                    |                       |            |
| 14.75                                    |                       |            |
| 13.00                                    |                       |            |
| 14.95                                    |                       |            |
| 14.00                                    |                       |            |
| 14.00                                    |                       |            |
| 14.00                                    |                       |            |
| -  |                       |            |
| 15.65                                    |                       |            |
| 17.00                                    |                       |            |
| 14.95                                    |                       |            |
| -  |                       |            |
| 15.00                                    |                       |            |
| -  |                       |            |
| -  |                       |            |
| 15.00                                    |                       |            |
| -  |                       |            |
| 18.00                                    |                       |            |
| 17.75                                    |                       |            |
| 15.65                                    |                       |            |
| 17.00                                    |                       |            |
| -  |                       |            |
| -  |                       |            |
| 9.00                                     |                       |            |
| -  |                       |            |
| -  |                       |            |
| 1.35                                     |                       |            |
| 0.22                                     |                       |            |
| 1.95                                     |                       |            |
| 0.35                                     |                       |            |



**ATTACHMENT B (ATT B) Information Form**  
**Stone & Aggregate with Delivery by Vendor to NON-Established Locations 6621C073**

|   |   |
|---|---|
| <b>Enter your Vendor Name:</b>                                | <b>Appalachian Aggregates, LLC</b>  |
| Vendors Phone #, Email Address to contact for placing Orders: | 276-326-1145 / AppAggDispatch@na.crh.com<br>304-392-5872 / phyllis.burns@appaggwv.com |
| Vendors Phone #, Email Address to contact for Invoices:       | 276-326-1145 / karen.shrader@appaggwv.com   |
| Vendors Phone #, Email Address to contact for Payment:        | 276-326-1145 / karen.shrader@appaggwv.com   |

*This ATT B must be completed and submitted with the bid and coordinate with the Items pricing on the ATT A..*

|                           | <b>Vendors Sources/Plants</b>   | <b>Vendors Storage Sites</b>                |
|---------------------------|---|---|
|                           | <b>Source Name &amp; Location (physical address),<br/>Phone #</b>                   | <b>Location (physical address), Phone #</b> |
| <b>Limestone</b>          | Alta Quarry<br>21071 Midland Trail W.<br>Lewisburg, WV 24901 - 304-392-5872         |   |
|                           | Mill Point Quarry<br>400 Stamping Creek Road<br>Hillsboro, WV 24946 - 304-392-5872  |   |
|                           | Kelly Mountain Quarry<br>Route 33 Kelly Mtn Road<br>Elkins, WV 26241 - 304-636-7598 |   |
|                           | Mercer Quarry<br>1111 Blake Hollow Rd.<br>Princeton, WV 27740 - 276-326-1145        |   |
|                           | Bluefield Quarry<br>171 St. Clairs Crossing<br>Bluefield VA 24605 - 276-326-1145    |   |
|                           | Pounding Mill Quarry<br>121 Quarry Rd<br>Pounding Mill, VA 24637 - 276-326-1145     |   |
|                           |   |   |
| <b>Sandstone</b>          | Beckley Quarry<br>1700 North Sandbranch Road<br>Mt. Hope, WV 25880 - 304-392-5872   |   |
|                           |   |   |
|                           |   |   |
|                           |   |   |
|                           |   |   |
|                           |   |   |
|                           |   |   |
|                           |   |   |
| <b>Blast Furnace Slag</b> |   |   |
|                           |   |   |
|                           |   |   |





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8-9-21

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

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

|   |  |
|---|--|
| <b>PRODUCER</b><br>Liberty Mutual Insurance Co. National Insurance East<br>2000 Westwood Dr.<br>Wausau, WI 54401<br><br>www.LibertyMutual.com | <b>CONTACT NAME:</b> Vicky W Cole<br><b>PHONE (A/C, No, Ext):</b> 276-646-3804<br><b>E-MAIL ADDRESS:</b> vcole@w-lconstruction.com<br><b>FAX (A/C, No):</b>  |
|   | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Liberty Mutual Fire Insurance Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES**                      **CERTIFICATE NUMBER:** 57008910                      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD                            | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|-------------------------------------|---|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Primary/Non-Contributory<br><input checked="" type="checkbox"/> Separation of Insured<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           | <input checked="" type="checkbox"/> | TB2-C81-004095-110<br><br>XCU Coverage Included   | 9/1/2020                | 9/1/2021                | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$50,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   |           | <input checked="" type="checkbox"/> | AS2-C81-004095-120<br><br>AS2-C81-054502-520<br>Physical Damage only:<br>Comprehensive Ded \$10,000<br>Collision Ded \$10,000 | 9/1/2020                | 9/1/2021                | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br>OCCUR<br>CLAIMS-MADE<br>DED RETENTION \$  |           |                                     |   |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | Y/N<br><input type="checkbox"/>     | N/A   |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |

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

Re: State of WV is listed as additional insured with regards to general liability and automobile liability policies, where required by written contract.

**CERTIFICATE HOLDER**                      **CANCELLATION**

|   |   |
|---|---|
| WVDOT-Division of Highways<br>Bldg. 5 Room A737<br>Charleston, WV 25305 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br><b>AUTHORIZED REPRESENTATIVE</b><br><br>Valerie Reece |
|---|---|

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STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Appalachian Aggregates, LLC

Authorized Signature: *Andy Cg* Date: 08/09/21

State of Virginia

County of Russell, to-wit:

Taken, subscribed, and sworn to before me this 9 day of August, 2021.

My Commission expires May 31, 2024.

AFFIX SEAL HERE



NOTARY PUBLIC *Brittaney Fulmer Sweet*

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*



West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Appalachian Aggregates Address: 21071 Midland Trl W  
Lewisburg, WV 24901

Name of Authorized Agent: Andy Chevinger Address: 21071 Midland Trl W Lewisburg, WV  
24901

Contract Number: ARFA 0803 DOT22 00000003 Contract Description: Stone & Agg Mat & Del - Non est  
6621073

Governmental agency awarding contract: WVDOT

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below. *The contracting entity is a limited liability corporation. Southern West Virginia Asphalt is the sole owner/member of the contracting entity. The ultimate parent company, CRH plc, is a publicly Traded entity.*

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Andy Chevinger

Date Signed: 8-10-21

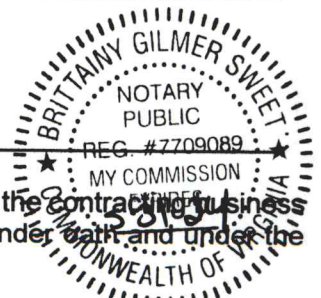
**Notary Verification**

State of Virginia, County of Russell

I, Andy Chevinger, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 10 day of August, 2021

Brittany Gilmer Sweet  
Notary Public's Signature



**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_