



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 6621C073	
<b>Proc Type:</b> Agency Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
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:**

**Vendor Name:** SCARY CREEK MATERIALS

**Address:** P.O. Box 1798

**Street:**


**City:** SAINT ALBANS

**State:** WV **Country:** **Zip:** 25177

**Principal Contact:** MICHAEL DEVISS

**Vendor Contact Phone:** 304-155-3636 **Extension:** #

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

**Vendor Signature X:**  **FEIN#** 55-0910237 **DATE** 8/10/21

**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 WVSOS, 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 US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE, AGGREGATE, CINDERS - 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



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Spryng Creek Materials

Authorized Signature: [Signature] Date: Aug 10, 2021

State of West Virginia

County of Putnam, to-wit:

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

My Commission expires July 23, 2023.

AFFIX SEAL HERE

OFFICIAL SEAL  
Notary Public, State Of West Virginia  
PHALA M SHAFER  
PO Box 54  
209 Luke St, Hugheston, WV 25110  
My Commission Expires July 23, 2023

NOTARY PUBLIC Phala M Shafer

Purchasing Affidavit (Revised 01/19/2018)



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

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: SPARY Creek W/Resort Address: PO Box 1798

Name of Authorized Agent: Michael DeViese Address: Spring Albion WV  
#9. Ridge Dr. Union Hotel W

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

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.

CENTRAL BUS - SVO VECHKO

**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: [Signature] Date Signed: 8/10/21

**Notary Verification**

State of West Virginia, County of Putnam:

I, Michael H. DeViese, 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<sup>th</sup> day of August, 2021.

Phala M. Shafer

Notary Public's Signature

**To be completed by State Agency:**

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

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

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







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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Sunnybrook Materials  
Full Company Name

[Signature]  
Authorized Signature


8/10/21  
Date

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

**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.

Scree Creek Materials  
(Full Company Name)

  
(Authorized Signature)

Michael DeVries / General Manager  
(Print or Type Name and Title of Signatory)

304-755-3634  
(Phone Number)

304-755-3637  
(Fax Number)

Miked@screeckematerials.com  
(Email address)

8/10/21  
(Date)

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



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: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

*Michael DeVine*

*304-755-3636*

*304-755-3637*

*Mike@ScruckMaterial.com*



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

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

ATTACHMENT B (ATT B) Information Form  
 Stone & Aggregate with Delivery by Vendor to Established Locations 6621C072

<b>Enter your Vendor Name:</b>	<b>SCARY CREEK MATERIALS</b>
Vendors Phone #, Email Address to contact for placing Orders:	phalas@screekmaterials.com 304-755-3636
Vendors Phone #, Email Address to contact for Invoices:	phalas@screekmaterials.com 304-755-3636
Vendors Phone #, Email Address to contact for Payment:	phalas@screekmaterials.com 304-755-3636

*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), Phone #</b>	<b>Location (physical address), Phone #</b>
<b>Limestone</b>	Mulzer Stone MCS 2.01.704	CAPE SANDY IN
	Carneuse lime CLC1.03.704	MAYSVELLE .KY
	HILLTOP MATERIALS HBB1.1704	BATTLETOWN , KY
	Riverside Stone RSC1.01.704	WOLF CREEK KY
	Nugent Sand NSG1.01.704	MILTON .KY
	AA IMESTONE AAQ1.01.704	GRAYSON KY
	BUFFALO VALLY STOBE BRV1.01.704	OLIVE HILL .KY
	MOUNTAIN MATERIASL	OLIVE HILL .KY
	HILLTOP MATERIALS HBR1.01.704	PATRIOT , IN
<b>Sandstone</b>		
<b>Blast Furnace Slag</b>		
<b>Steel Slag</b>		
<b>Cinders</b>		



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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**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.

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**"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: Camp Creek Manufacturing

Authorized Signature: [Signature] Date: 8/10/21

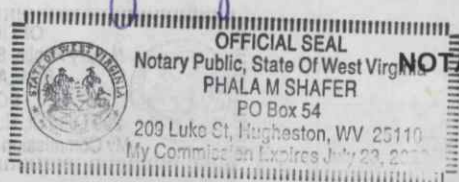
State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 10<sup>th</sup> day of August, 2021.

My Commission expires July 23, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]



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

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Putnam Court Address: PO Box 1798  
St. Albans, WV

Name of Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

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.

Steve Cvrchko, owner Putnam Court

**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: [Signature] Date Signed: 8/9/01

**Notary Verification**

State of West Virginia, County of Putnam:

I, Michael H. DeViese, 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 9th day of August, 2021.

Phala M Shafer  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_

OFFICIAL SEAL  
Notary Public, State Of West Virginia  
PHALA M SHAFER  
PO Box 54  
209 Luke St, Hugheston, WV 25110  
My Commission Expires July 23, 2023  
June 8, 2018



PLANT SOURCE Name:  
 STORAGE SITE(s) City State:

Pay Item	Description of Material	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:	Vendor must indicate the PLANT SOURCE & STORAGE site locations for Pricing below:
A	Class 1 Aggregate	22.80			
B	Class 2 Aggregate	23.80			
C	Class 10 Aggregate	22.35			
D	AASHTO #1 Aggregate	24.60			
E	AASHTO #3 Aggregate	24.60			
F	AASHTO #4 Aggregate	25.10			
G	AASHTO #467 Aggregate	26.75			
H	AASHTO #57 Aggregate	25.10			
I	AASHTO #67 Aggregate	24.65			
J	AASHTO #7 Aggregate	N/A			
K	AASHTO #8 Aggregate	26.75			
L	AASHTO #9 Aggregate	N/A			
M	Stone for Gabions	26.75			
N	Five Aggregate	19.75			
OA	Limestone Standard Abrasives				
OB	Sandstone Standard Abrasives				
OC	Steel Slag for SRIC				
PA	Limestone Modified Abrasives				
PB	Sandstone Modified Abrasives				
Q	Rip Rap	29.60			
R	Shot Rock	31.50			
S	AASHTO #8 Modified	26.10			
T	AASHTO #9 Modified	N/A			
U	Pea Gravel	21.45			
V	#11 Limestone Abrasives	21.20			
W	Quarry Waste	21.20			
Z	Imbricated Stone	31.50			
AA	Cinders				
X1	Haul, First Ton-Mile	16.5			
X2	Haul, Additional Ton-Mile	16.5			
Y1	Haul, First Ton-Mile	16.5			
Y2	Haul, Additional Ton-Mile	16.5			

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