

Patterson Excavating, Inc. P.2



State of West Virginia  
Agency Request for Quote

<b>Proc Folder:</b> 1082146		<b>Reason for Modification:</b>	
<b>Doc Description:</b> STONE & AGGREGATE MAT & DEL.TO NON-ESTAB. LOCATION 6623C005			
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-08-09	2022-08-19 14:30	ARFQ 0803 DOT2300000007	1

**BID RECEIVING LOCATION**

BUDGET & PROCUREMENT  
 DIVISION OF HIGHWAYS  
 BLDG 5, RM A-260  
 1900 KANAWHA BLVD E  
 CHARLESTON WV 25305  
 US

AUG 15 '22 PM2:31  
REC'D BUDGET - PROCURE

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** PATTERSON EXCAVATING, INC.

**Address :** PO BOX 376

**Street :**


**City :** MT. GAY

**State :** WV **Country :** USA **Zip :** 25637

**Principal Contact :** CLARENCE PATTERSON

**Vendor Contact Phone:** 304-946-2326 **Extension:** \_\_\_\_\_  
 304-946-2319 or 304-687-3262

**FOR INFORMATION CONTACT THE BUYER**  
 Dusty J Smith  
 304-414-6859  
 dusty.j.smith@wv.gov

**Vendor Signature X**  **FEIN#** 550691972 **DATE** 8-12-22

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

**ADDITIONAL INFORMATION**

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION- BUDGET AND PROCUREMENT DIVISION - THIS IS AN AGENCY OPEN ENDED CONTRACT FOR STONE AND AGGREGATE WITH DELIVERY BY VENDOR TO NON-ESTABLISHED LOCATIONS PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DUSTY.J.SMITH@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

**\*\*\*\*\*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  
THE- COMPLETE SOLICITATION-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	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Item A Class 1 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**3. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency 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.

### **3A. BID SUBMISSION**

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

SEALED BID: STONE & AGGREGATE MAT & DEL.TO NON-ESTAB. LOCATION 6623C005  
BUYER: DUSTY SMITH  
SOLICITATION NO.: ARFQ DOT230000007  
BID OPENING DATE: 08/19/2022  
BID OPENING TIME: 2:30PM  
FAX NUMBER: 304-558-0047

**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.

**5. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**6. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**7. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**8. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**9. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**10. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**10A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**12. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or

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

10. MISCELLANEOUS:

- 10.1 **No Substitutions:** Vendor shall supply only Contract Items submitted unless a contract modification is approved in accordance with the provisions contained in this contract.
- 10.2 **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.
- 10.3 **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.
- 10.4 **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: CLARENCE PATTERSON  
Telephone Number: 304-946-2320  
Fax Number: 304-946-2399  
Email Address: pattersonsquarry@yaho.com

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.

Stone & Aggregate Delivery to Non-Established Locations - Attachment A (ATT A) Pricing Page

Enter VENDOR NAME: Patterson Excavating Inc.

Contract Item	Contract Items. Enter Bid price in the blocks according to sourced location"(s) entered below. All materials shall be bid by Ton. Pick UP Prices	Limestone, Sandstone, Gravel, Sand	Limestone, Sandstone, Gravel, Sand	Limestone, Sandstone, Gravel, Sand	Steel Slag	Cinders
1	Item A Class 1 Aggregate					
2	Item B Class 2 Aggregate					
3	Item C Class 10 Aggregate					
4	Item D AASHTO #1 Aggregate					
5	Item E AASHTO #3 Aggregate					
6	Item F AASHTO #4 Aggregate					
7	Item G AASHTO #467 Aggregate					
8	Item H AASHTO #57 Aggregate	23.50				
9	Item I AASHTO #67 Aggregate					
10	Item J AASHTO #7 Aggregate					
11	Item K AASHTO #8 Aggregate					
12	Item L AASHTO #9 Aggregate					
13	Item M Stone for Gabions	21.50				
14	Item N Fine Aggregate	14.00				
15	Item OA Limestone Standard Abrasives					
16	Item OB Sandstone Standard Abrasives					
17	Item OC Steel Slag for SRIC					
18	Item PA Limestone Modified Abrasives					
19	Item PB Sandstone Modified Abrasives					
20	Item Q Rip Rap	22.50				
21	Item R Shot Rock	22.50				
22	Item S AASHTO #8 Modified					
23	Item T AASHTO #9 Modified					
24	Item U Pea Gravel					
25	Item V #11 Limestone Abrasives					
26	Item W Quarry Waste					
27	Item Z Imbricated Stone					
28	Item 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					
X2	Haul, Additional Ton-Mile					

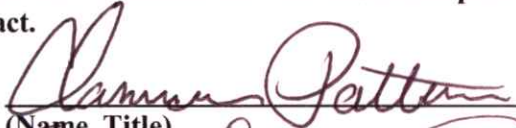
Enter below the Pricing For Haul of Items Q, R and Z ONLY:

Y1	Haul, First Ton-Mile					
Y2	Haul, Additional Ton-Mile					

Vendors Sources/Plants Source Locations information: Enter the plant Name, Physical Address, and Phone #	Patterson Excavating Inc. Patterson Quarry 842 Pinecreek Rd Omar, Wv 25038 304-946-2326					
Vendors Storage information: Enter Location (physical address), Phone #	1 mile up Pinecreek Rd Omar, Wv 25038 304-946-2326					
Vendors Phone #, Email Address to contact for placing Orders:	304-946-2326					
Vendors Phone #, Email Address to contact for Invoices:	304-946-2326 / 304-687-3262					
Vendors Phone #, Email Address to contact for Payment:	304-687-3262					

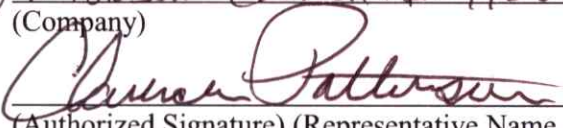
Email for everything → pattersonsquarry@yahoo.com

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

  
(Name, Title)  
CLARENCE PATTERSON - PRESIDENT  
(Printed Name and Title)  
PO Box 376 MT. GAY, WV 25037  
(Address)  
304-946-2326 / 304-946-2399  
(Phone Number) / (Fax Number)  
pattersonsguam@yahoo.com  
(E-mail address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

PATTERSON EXCAVATING, INC.  
(Company)  
  
(Authorized Signature) (Representative Name, Title)  
CLARENCE PATTERSON - PRESIDENT  
(Printed Name and Title of Authorized Representative)  
8-12-22  
(Date)  
304-946-2326 / 304-946-2399  
(Phone Number) (Fax Number)

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**42. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**43. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/2022

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).**

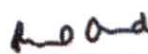
<b>PRODUCER</b> Mountain State Insurance Agency 1206 Kanawha Blvd. E. Suite 100 Charleston WV 25301-2949	<b>CONTACT NAME:</b> Rachel Allred <b>PHONE (A/C, No, Ext):</b> (304) 720-2000 <b>E-MAIL ADDRESS:</b> rallred@mountainstateinsurance.com	<b>FAX (A/C, No):</b> (304) 720-2002
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Patterson Contracting Inc.; Po Box 376 Mount Gay WV 25637	<b>INSURER A:</b> Westfield	<b>NAIC #</b> 24112
	<b>INSURER B:</b> PinnaclePoint Insurance Company	15137
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 22 23 Liab                      **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> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CWP7395616	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Misc Unnamed Costs \$ 1,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			CWP7395616	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CWP7395616	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP7005720	07/30/2022	07/30/2023	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b> State of West Virginia 1900 Kanawha Blvd E. Building 5 Charleston WV 25305	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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