

### State of West Virginia Solicitation Response

Proc Folder:

1001454

**Solicitation Description:** 

READY MIXED PORTLAND CEMENT CONCRETE & CLSM

Proc Type: Agency Master Agreement

 Solicitation Closes
 Solicitation Response
 Version

 2022-03-14 14:30
 SR 0803 ESR03142200000005584
 1

**VENDOR** 

000000200683

CENTRAL SUPPLY CO OF WV

Solicitation Number: ARFQ 0803 DOT2200000025

Total Bid: 0 Response Date: 2022-03-14 Response Time: 09:48:24

Comments:

FOR INFORMATION CONTACT THE BUYER

Kristine E James 304-414-7104 kristy.e.james@wv.gov

Vendor Signature X

FEIN# DATE

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

 Date Printed:
 Mar 15, 2022
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30111505				

### **Commodity Line Comments:**

### **Extended Description:**

READY MIXED PORTLAND CEMENT CONCRETE AND CLS MATERIAL PER THE ATTACHED PRICING PAGES

 Date Printed:
 Mar 15, 2022
 Page: 2
 FORM ID: WV-PRC-SR-001 2020/05



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

Proc Folder:

1001454

Doc Description: READY MIXED PORTLAND CEMENT CONCRETE & CLSM

Reason for Modification:

**Proc Type:** 

Agency Master Agreement

**Solicitation Closes** Date Issued

Solicitation No

Version

2022-02-28

2022-03-14 14:30

ARFQ 0803

DOT2200000025

#### BID RECEIVING LOCATION

FINANCE & ADMINISTRATION

**DIVISION OF HIGHWAYS** 

BLDG 5, RM A-260

1900 KANAWHA BLVD E

CHARLESTON

WV 25302

US

#### VENDOR

Vendor Customer Code: 000000 200683

Vendor Name: Central Supply Company of WV

Address: 4923

Street: Benedum Drive

City: Bridge port

State: ₩✓

Country: 115A

zip: 26330

Principal Contact: Brady Lowther

Vendor Contact Phone: 304-592-5577

Extension:

80411

#### FOR INFORMATION CONTACT THE BUYER

Kristine E James 304-414-7104

kristy.e.james@wv.gov

Vendor Signature X

FEIN# 550402911

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

Date Printed:

Feb 28, 2022

Page 1

FORM ID: WV-PRC-ARFQ-002 2020/05

#### ADDITIONAL INFORMATION

THE WEST VIRIGNIA DEPARTMENT OF TRANSPORTATION- BUDGET AND PROCUREMENT DIVISION - SOLICITATION READY MIXED PORTLAND CEMENT CONCRETE & CLSM BY COUNTY PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTY.E.JAMES@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	and the second s	SHIP TO	e en
VARIOUS AGENCY LOCATIONS		STATE OF WEST VIRGINIA	-
AS INDICATED BY ORDER		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	6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
30111505				

#### **Extended Description:**

READY MIXED PORTLAND CEMENT CONCRETE AND CLS MATERIAL PER THE ATTACHED PRICING PAGES

SCHEDUL	E OF EVENTS	
<u>Line</u>	<u>Event</u>	Event Date
1	TECHNICAL QUESTIONS DUE 10AM	2022-03-07

#### 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: READY MIXED PORTLAND CEMENT CONCRETE & CLSM

**BUYER: KRISTY E. JAMES** 

SOLICITATION NUMBER: ARFQ DOT2200000025

BID OPENING DATE:03/14/2022 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: 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 Agency 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.
- 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. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Division of Highways Procurement, is strictly prohibited without prior Division of Highways Procurement approval. Division of Highways Procurement approval for such communication is implied for all agency delegated and exempt purchases.
- 9. **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, or the fee then assessed by said Division, if applicable.
- 10. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 11. 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: <a href="http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf">http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf</a>.
- 11A. 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, 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: <a href="http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf">http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf</a>.

- 12. 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.
- 13. WAIVER OF MINOR IRREGULARITIES: The Division of Highways Procurement Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 14. 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 accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore deemed unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.
- 15. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any Vendor as "Non-Responsible" in accordance with W. Va. Code of State Rules § 148-1- 5.3, when the Division of Highways Procurement Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.
- **16.** ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State and/or in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.
- 17. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one Vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary, using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. L abeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

- 18. INTERESTED PARTY DISCLOSURE: In accordance with the West Virginia Code § 6D-1-2 requires that the vendor submit to the Agency a disclosure of interested parties to the contact for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- 19. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Agency buyer reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W.Va. CSR § 148-1-4.d. This authority does not apply to instances where state law mandates receipt with the bid.
- **20. E-MAIL NOTIFICATION OF AWARD:** The Agency will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Agency with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Agency's website to determine when a contract has been awarded.

### **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - **2.1. "Agency"** means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
  - 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
  - 2.3. "Contract" means the binding agreement that is entered into between the Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
  - **2.4.** "Award Document" means the document signed by the Agency and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
  - **2.5. "Solicitation"** means the official notice of an opportunity to supply the Agency with goods or services.
  - **2.6.** "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - **2.7. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.
- 3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

X Term Contract		
Initial Contract Term: This Contract a period ofone(1) year(		and extends for
OM AI 16 revised 7/12/2021	5	

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited tothree(3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _thirty six (36) _ months in total. Automatic renewal of this Contract is prohibited.
<b>Delivery Order Limitations:</b> In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued prior to the expiration of this Contract shall be effective for no more than one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and that part of the Contract more fully described in the attached specifications must be completed within days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed months in total.
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all goods contracted for have been delivered, but in no event will this Contract extend for more than one calendar year.
Other: See attached.
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
<b>5. QUANTITIES:</b> The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
<b>N</b> Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
☑ Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor and Agency.
6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.
7. EMERGENCY PURCHASES: The Agency may purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
<b>8. REQUIRED DOCUMENTS:</b> All items checked below must be provided to the Agency by the Vendor as specified below.
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
☐ MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year

delivered to the Agency prior to Contract award.

maintenance bond covering the roofing system. The maintenance bond must be issued and

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:
X Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more.
☐ Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, award, in a form acceptable to the Agency.
]WEST VIRGINIA CONTRACTOR'S LICENSE

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to worker's compensation, shall maintain worker's compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- 10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount <u>determined</u> <u>per the method detailed in the attached contract Specifications</u>. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
- 11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

- 12. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- 14. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 15. CANCELLATION: The Agency reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or this contract for any reason or no reason upon 30 days written notice to the Vendor.
- **16. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- **18. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 20. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 21. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency and the Vendor.
- 22. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or

remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

- 23. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- **24. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.
- 25. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **26. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **27. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any 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.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf.

29. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

- **30. LICENSING:** Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, the Vendor agrees to 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 Vendor.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes an Electronic Funds Transfer (EFT) as well as a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

□Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**34. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the

Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 35. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- **36. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- **38. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:
  - X Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
  - A Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly

employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- **40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2)

that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- **43.** In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
  - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
  - b. Solicitation and any documents required by the Solicitation,
  - c. Bid or Proposal,
  - d. Award Document.

#### 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.

Central Supply Company of WV
(Full Company Name)
Brady South
(Authorized Signature)
Brady Lowther - Senior Sales Executive
(Print or Type Name and Title
of Signatory) 304-592-7043
(Phone Number)
304-592-5506
(Fax Number)
bjlowther@centralsupplywv.com
(Email address)
03/11/2022
(Date)

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

#### **SPECIFICATIONS**

1. PURPOSE AND SCOPE: The West Virginia Division of Highways is soliciting bids to establish an open-end contract for Ready Mixed Portland Cement Concrete and Controlled Low-Strength Material (CLSM) priced by county for materials and delivery to various Agency locations, statewide.

Per Section 6 of these contract specifications, a low-bid Vendor will be chosen from the awarded Vendors, per individual project. At that time, needs per project will be provided by WVDOH/"Agency" Delivery Order to the project-awarded Vendor.

- 2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them for the purpose of this Solicitation. More definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 "AASHTO" American Association of State Highway and Transportation Officials.
  - **2.2** "Approved Source," "Approved Plant," "Approved Product," or "Approved Vendor" Terms which refers to the Approved Product Lists (APL) of certified manufacturers and/or products that meet acceptable levels of quality as determined by WVDOH Materials Control, Soils and Testing Division (MCS&T). These lists are updated periodically, and it is the Vendors responsibility to refer to the MCS&T website to ensure compliance.

    <a href="https://transportation.wv.gov/highways/mcst/Pages/APL">https://transportation.wv.gov/highways/mcst/Pages/APL</a> By Number.aspx.
  - 2.3 "Attachment A and "ATT A, Pricing Pages" interchangeable terms for the attached MANDATORY FORM available as an Excel spreadsheet in wvOASIS, to be completed by the Vendor to provide contract Item pricing with sourced plant locations and used to evaluate the bid responses.
  - **2.4** "Attachment B" and "ATT B, Sourced Plant & Details" interchangeable terms for the attached MANDATORY FORM available as an Excel spreadsheet in wvOASIS, to be completed by the Vendor provide details of the Vendor's sourced plant location(s), plant certification status, and/or any proposed equivalent or "equal" Items.
  - 2.5 "Contract Item(s) and "Item" interchangeable terms for the items identified in Section 3 of this solicitation, for which the Agency is requesting Vendor pricing with sourced plant details.
  - **2.6** "Contractor" and "Vendor" interchangeable terms used throughout this Solicitation and in any cited Sections of WV Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in

- response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the contract, as context requires.
- **2.7** "Default Remedy Costs" monetary compensation due from the Vendor to cover the actual and direct cost of any substituted goods and/or service required for project completion if the Vendor breaches the contract by failing to complete the project/Delivery Order.
- **2.8** "Emergency Work" work that is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by, at a minimum, an Agency District Engineer/designee.
- 2.9 "Liquidated Damages" monetary compensation due from the Vendor in the event the Vendor's performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted at the WVDOH Contract Administration's Specifications and Documents website, as amended:

  <a href="https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx">https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx</a>.
- **2.10** "MCS&T" Materials Control, Soils and Testing Division of the WV Division of Highways: <a href="https://transportation.wv.gov/highways/mcst/Pages/default.aspx">https://transportation.wv.gov/highways/mcst/Pages/default.aspx</a>
- 2.11 "Materials Procedure (MP) 601.05.50 Exhibit 1" Quality Assurance Procedures for Portland Cement Concrete, (formerly called the IM-18 list) issued by the WVDOH Materials Control, Soils and Testing Division, Materials:

  www.transportation.wv.gov/highways/mcst/Pages/default.aspx
- 2.12 "Materials Procedure (MP) 601.03.50 Exhibit 2" Quality Control and Acceptance Requirements for Portland Cement Concrete, issued by the WVDOH Materials Control, Soils and Testing Division, Materials:

  www.transportation.wv.gov/highways/mcst/Pages/default.aspx
- **2.13 "Standard Specs"** the WV Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, as amended, or modified by all subsequent Supplemental Specifications.
- 2.14 "Unit of Measure" or "UOM" physical unit of measurement for each contract Item.
- 2.15 "WVDOH" or "Agency" refers to the WV Division of Highways.

#### 3. GENERAL REQUIREMENTS:

**3.1 Specifications:** The following Standard Specs Sections shall apply to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Materials, equipment, and performance of this contract shall conform, but not be limited to, the requirements of Sections 219 and 601, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00) for the current book plus \$5.00 for the Supplemental Latest Edition) using the attached Standard Specifications Order Form (ATT C) and send to:

WV Division of Highways Technical Support Division 1334 Smith Street Charleston, WV 25301

A free electronic copy of the Standard Specs may be obtained by sourcing: <a href="http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx">http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx</a>

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the contract Items listed below on an open-end and continuing basis, as ordered by the Agency. Contract Items are listed on Attachment A Pricing Pages (ATT A) and must meet or exceed the mandatory requirements as indicated below.
  - **3.2.1 Ready Mixed Portland Cement Concrete:** Must meet all requirements of Section 601 of the Standard Specs, as amended.
  - **3.2.2 Low-Strength Material (CLSM):** Must meet all requirements of Section 219 of the Standard Specs, as amended.
  - 3.2.3 Certified Plant: Vendors must source a certified plant from the certified plant list/Informational Memorandum/MP 601.05.50 EXHIBIT A, as amended, with WVDOH MCS&T. This list consists of certified plants meeting the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list per the approval procedures found in MP 601.05.50, as amended. A copy of these procedures may be obtained at:

WV DOH, MCS&T 190 Dry Branch Drive Charleston, WV 25306

https://transportation.wv.gov/highways/mcst/Pages/MP-600s.aspx

Vendor shall refer to and conform to all requirements of MP 601.05.50. As per MP 601.05.50 Exhibit A, if a plant's certification expires during the life of this contract, the plant will remain non-certified until the proper renewal certification information is provided to MCS&T. Non-certified and decertified plants are not approved to supply concrete for WVDOH projects until certified or re-certified approval status has been provided from MCS&T Division. Plants shall have an approved status at the time of preparing materials for or delivering materials to State projects.

For each plant it sources for contract Items, the Vendor <u>shall</u> supply the Agency with the plant's name, Certification status, and **physical** location information on ATT B. It shall be assumed by the Vendor that the WVDOH or any other State of WV representative will **not** supply the plant location information. The Vendor shall list its sourced locations with corresponding pricing on ATT A, see "Bid Instructions" below beginning at Section 5.2.

- 3.2.4 Material Testing & Quality Control (MP 601.03.50) & Quality Assurance (MP 601.05.50): The Vendor shall conduct all tests required to be performed at the certified plant. Any job site testing shall be performed according to the Standard Specs. Vendor shall maintain equipment and qualified personnel, including at least one certified Portland Cement Concrete Inspector who shall direct all field inspection, sampling and testing necessary to determine the magnitude of the various properties of concrete in accordance with the Standard Specs, as amended. MCS&T Division and District personnel shall also inspect and evaluate concrete plants and equipment and provide documentation as per MP 601.05.50. and/or 601.03.50, as applicable.
- **3.2.5 Temperature Control:** The Vendor must meet the temperature requirements as set forth in the Standard Specs, as amended.
- 3.2.6 Additional Haul: The additional haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the Agency District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.
- **3.2.7 Mileage Calculation:** The Agency designee will calculate the in-state distance using the WVDOH Straight-Line Diagrams for WV Primary Routes and WV Secondary Routes. The Diagrams are available in each WVDOH's District Office and the WVDOH Central Office. The Agency, at its own discretion, will decide the route to be taken due to bridge and/or road restrictions.
  - **3.2.7.1 Out-of-state delivery route mileage** will be calculated by the Agency utilizing "Google Maps" or a similar source for routing from the Vendor's

plant location to the WV State line at which time, the Straight-Line Diagrams will be sourced to the Agency job site.

- 3.2.8 Admixtures: All concrete shall be air entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on ATT A Pricing Pages. No additional charge for air-entraining agent will be allowed under Admixture. Refer to Section 601 and its subsections in the Standard Specs and the latest Supplemental thereto.
  - **3.2.8.1 Calcium Chloride based accelerator brand requested is HE-122.** If a Vendor is proposing an equal to such accelerator, the name and any product identification numbers shall be listed on ATT B.
  - 3.2.8.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is proposing an equal to such accelerator, the name and any product identification numbers shall be listed on ATT B.
  - **3.2.8.3 Super Plasticizer brand requested is Eucon 37.** If Vendor is proposing an equal to such plasticizer, the name and any product identification numbers shall be listed on ATT B.
- 3.3 Emergency Work: Emergency work as ordered by Agency District Engineer/designee is work that shall be initiated within forty-eight (48) hours from when the Delivery Order is received by the vendor. The determination of emergency work shall be per Section 2.8 and prominently noted on Delivery Order. Designated emergency projects will be paid at 1.50 times the Vendor's bid price.

#### 4. SAFETY

**Pandemic-Response Safety Protocols:** In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outlined in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the Agency District Engineer.

#### 5. CONTRACT AWARD:

**5.1 Contract Award:** The contract is intended to provide Agencies with a purchase price on all contract Items. All qualified responsible Vendors shall be awarded a contract for those Items meeting all mandatory requirements of this contract, including those whose plants are pending certification; however, a Delivery Order will not be issued for any contract

Items UNTIL the plant becomes certified per the requirements of MCS&T. Vendor shall provide Item pricing by county on ATT A and ATT B with the details of its plant location and plant's certification status, refer to Sections 3 and 5.2 and all of its subsections.

5.2 Bid Instructions: Vendor should type or electronically enter its bid information into ATT A and ATT B Excel spreadsheets provided with this solicitation and upload them to wvOASIS as part of its bid response. Both ATT A and ATT B must be submitted with the BID. If Vendor fails to submit with its bid either ATT A or ATT B, the bid will be DISQUALIFIED for that Item/pricing submission.

**Electronic Forms:** Vendor should type or electronically enter its bid information directly into the Excel spreadsheets (ATT A and ATT B) to prevent errors in the bid evaluation. In most cases, Vendors can download the Excel spreadsheets from wvOASIS or request an electronic copy of the spreadsheet attachments for bid purposes by sending an email request to the following address: <u>Kristy.E.James@wv.gov.</u>

**5.2.1 Attachment A (ATT A) Pricing Pages** shall be completed by the Vendor by entering its price per the unit of measure for each contract Items bid. The Vendor should place Vendor's name on each ATT A submitted. Vendor shall enter its pricing per county on each tab of the spreadsheet. For each county bid, Vendor shall list in the last row of ATT A, its sourced PLANT NAME(S), and CITY locations applicable to county pricing. Submitting bid pricing without listing the source-plants shall result in disqualification of the bid. The Vendor's completed ATT A shall correlate with its *detailed* sourced-plant information provided by the Vendor on the accompanying ATT B, see 5.2.2.

Format Modifications: Vendor shall NOT add formulas, modify any column headers, contract Item descriptions, or units of measure on the Agency's ATT A spreadsheet as such may result in disqualification of the Vendor's bid. Submitting Pricing Pages from a <u>prior</u> years' contract, in lieu of the current Pricing Pages included for this solicitation, shall result in the disqualification of the Vendor's bid.

Vendors may bid any or all Items on ATT A Pricing Pages. Bidding on any one contract Item may not be conditioned on the acceptance of the bid on any other contract Item(s). At the time of need, the Agency may choose one or more of the contract Items to complete an individual project as shown by Agency's written instruction on each Delivery Order. ATT A Pricing Pages list contract Items with no guarantee that any Item will be purchased throughout the life of this contract. Estimated quantities are not available.

5.2.2 Attachment B (ATT B) Sourced Plant & Details: ATT B is due with its pricing at the time of bid submission. ATT B shall be completed by the Vendor to provide

the following <u>details</u> for each of the Vendor's sourced plants listed on ATT A: plant name, certification status, and location. ATT B information shall correlate with the plants listed on ATT A, last row under each county they serve. Vendor omissions of sourced plant information will result in disqualification of associated bid-pricing.

Plant Location and Certification Status: Vendor shall supply the most recent 911 address/physical street address, city, and state, for Plant Location(s) on ATT B. If Vendor's source plant name is currently certified per MP 601.05.50, Vendor should supply either the Certified PLANT CODE number, or state "PLANT NOT CERTIFIED" on ATT B. Vendor should place its name on every attachment submitted.

5.2.3 "Equivalent/Or Equal" Item Proposals: If Vendor is bidding proposed equivalent or "equal" contract Items, the Vendor shall include information about the "equal" items on ATT B, per Section 3.2.8 and include the name and identification numbers. The Vendor should also attach with its bid packet any supporting product documentation, such as specifications, physical properties, to support the proposed "equal" pricing added to ATT A.

The WVDOH, at its own discretion, shall decide equivalency for an "equal" item that is bid. The Agency may contact the Vendor if more information is needed to determine equivalency. If no supplier name, manufacturer name or part number is provided on ATT A or ATT B, the Agency will expect that Vendor is supplying the requested brand products.

5.3 Contract Award Transition: Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the Agency, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use, any Delivery Order issued toward the previously effective "prior" contracts shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Delivery Order that has not been completely filled by the Vendors from the prior contracts shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from prior contracts should be held open by any District or Vendor longer ten (10) working days after the announcement of the effective date of use for the new contract.

This directive is issued to assist the Districts and Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

- **5.4 Price Adjustments:** In the event of a significant price increase of component material utilized to perform under this contract, and by no fault of the Vendor, the contract pricing may be equitably adjusted by change order as more fully described below.
  - **5.4.1** A change in price is considered significant if the price of the component material increases by 20% or more from the original bid amount.
  - **5.4.2** Any request for a price increase under this clause must be supported by price quotes for the component material for which a change is being sought; invoices showing amounts actually paid for the component materials; and any other evidence that supports the increase request.
  - **5.4.3** The quotes provided to support the price increase request must be the quotes that Vendor actually relied on when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party.
  - **5.4.4** Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material directly from the supplier.
  - **5.4.5** Price adjustments will be granted or denied at the sole and absolute discretion of the State.
  - **5.4.6** Price adjustments will only be considered annually at the contract expiration/renewal date. Vendor must submit price adjustment requests 60 days prior to the expiration/renewal date to be considered.
  - **5.4.7** Vendor documentation for price adjustments shall be submitted to <u>DOHOperationsProcurement@wv.gov</u> for initial review.
  - **5.4.8** Price adjustments shall be memorialized by a written Change Order, which must be reviewed and approved by the Purchasing Division, and as to form by the Attorney General's Office, in order to be effective. Adjusted pricing will not take effect until the effective date of such Change Order and cannot be retroactive.
- **5.5 Cooperative Contracting:** Purchase prices on all contract Items under this contract, available to the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the WV Purchasing Division must receive prior approval by the Purchasing Director.
- 6. **DETERMINING LOW BID PER PROJECT:** Using ATT A and ATT B, the ordering Agency will calculate the lowest overall total cost of the contract Items plus any additional haul cost and/or other billable Items required by the Agency per each individual project

jobsite location and its closest certified plant location. A written Delivery Order will be issued by the Agency to the Vendor with the lowest overall total cost.

#### 7. ORDERING AND PAYMENT:

- 7.1 Ordering: Vendor shall accept orders through wvOASIS, e-mail, facsimile, regular mail, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, e-mail address, locations and ordering/billing/payment addresses with Agency and in wvOASIS. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, Vendor shall include with its bid response a brief description of how Agencies may use the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured and shall provide certification to WVDOH Operations Division prior to processing Agency orders on-line.
  - 7.1.1 Delivery Order will be generated by the Agency's Engineer/designee. The Agency's order should be provided via a WV-39 Blanket Release Order, detailing the Agency's needed contract Items, project location information, tentative start and end dates which shall become the agreed upon official start and end dates for the Delivery Order's completion. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. Any verbal communications to start, or make modifications to, a project from this contract are NOT acceptable as a Delivery Order.
- 7.2 Payment: Upon completion of the work shown on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of WV. The State of WV currently uses a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor must accept the State of WV's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at Agency's discretion.
- 7.3 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location as arranged by and at the expense of the Agency.
- 7.4 Failed Delivery Orders: If for any reason the Vendor fails to completely fulfill a Delivery Order, misses the agreed upon timeline/due date, and/or for any reason is not able to deliver/work progressively through to complete 100% of a Delivery Order, the

Agency reserves the right to cancel and re-issue the Delivery Order, or the remainder thereof, to the next low bid Vendor or alternate economical source. If the Agency, at its sole discretion, deems such action(s) to be a breach of this contract, the Agency reserves the right to hold the Vendor responsible for the damage-costs incurred by the Agency for remedying the contractual default.

7.4.1 Default Remedy Costs and/or Liquidated Damages when applied by the Agency at its sole discretion, shall result in the Vendor being responsible for the costs incurred by the Agency for acquiring replacement or substitute goods or services, minus payment for any compliantly completed work or delivered services or goods. Notwithstanding the application of remedy costs, the failed Delivery Order may also be subject to liquidated damages. When applied to any portion of failed Delivery Order, liquidated damages will be calculated beginning on day one after the Agency's specified Delivery Order due date, per the terms of this contract, and the Standard Specs Section 108.7, as amended, and the rates in the table made available on WVDOH Contract Administration's Specifications and Documents website, see Section 2.10.

The Vendor shall hereby understand and agree that any Default Remedy Costs and/or Liquidated Damages shall be applied by the Agency in the form of an off-set reduction to the total amount of the Vendor's final invoice.

7.5 Deliveries made by the vendor shall be comprised only of contract Items intended for delivery at that ordering location and specified in the Pricing Pages, contract specifications, and WV-39 Blanket Release Order. At no time shall property belonging to the WV Department of Transportation be utilized as a lay-down or storage facility by the vendor, or any Items left with the intention of being distributed to an alternate location.

### 8. PROJECT ACCEPTANCE DELIVERY AND RETURN:

- 8.1 Project Acceptance and Written Verification of Receipt: Upon receipt of an Agency Delivery Order, the Vendor shall advise the Agency in writing within five (5) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, Vendor must supply written acknowledgement of any Delivery Orders and any Revisions/Modifications thereto sent by Agency. Failure to provide the Agency with written acknowledgement of any Delivery Orders/Revisions within five days of the Order being sent shall be considered refusal of the Delivery Order. In the event of refusal, the Agency at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.
- 8.2 Negotiation of Dates: The Agency shall have the option to negotiate with the Vendor,

the project's tentative start and end dates. Delivery of contract Items/project work shall be continuous to completion unless otherwise approved in writing by the Agency District Engineer or his designee.

- 8.3 Delivery Time: Per Section 7, its subsections, and the terms of this contract, the work and selection of contract Items shall be determined and scheduled by the Agency at its own discretion. The Vendor shall begin and complete the provision of goods/services in accordance with the Agency's written Delivery Order(s), per project. Any changes must be communicated by the Vendor in writing to the Agency designee. The Vendor shall work in an efficient manner in effort to keep traffic delay to a minimum and traffic must be adequately and safely accommodated. No Vendor is authorized to ship project related goods or begin work/services, nor is the Agency authorized to receive materials, prior to the issuance of a Delivery Order. Vendor shall ship all orders per the Delivery Order schedule and shall not hold orders until a minimum delivery quantity is met.
- 8.4 Adverse Weather Conditions: Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the Agency designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the Agency, Vendor, or general public, work and/or delivery shall be suspended by the Agency designee at the discretion of the Agency. If needed, revision to the delivery and/or project's start and end date may be negotiated by the Vendor and the Agency designee. After a weather-related suspension of work, the Agency designee shall determine and convey in writing, such Delivery Order changes and when work/contract Item delivery shall commence/resume, which shall be followed by the Vendor's written acknowledgement, as per Section 8.1.
- 8.5 Late Delivery: If commencement of work by the Vendor will be delayed for any reason, the Agency placing the Delivery Order under this contract must be notified in writing by the Vendor by no later than five (5) business days prior to the scheduled start date from the Agency's order. Any failure to notify, acknowledge receipt of Agency's written Delivery Orders/revisions thereto resulting in delivery delay, or failure to start or complete the project per the Agency scheduled due dates may be determined by the Agency at its sole discretion as harmful to the Agency and as such, shall result in Agency's cancellation of the Delivery Order and be subject to the application of Default Remedy Costs and/or Liquidated Damages, see Section 7.4.1.
- 8.6 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's specified location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not allowed to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders IF that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 8.7 Project Acceptance Criteria: The Agency District Engineer or his designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the Agency designee not performed in accordance with these contract Specifications and the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the Agency District Engineer or his designee. Under no circumstance shall the Vendor's deficiency corrections exceed twenty (20) calendar days unless otherwise declared in writing by the Agency, subject to Liquidated Damages, see Section 7.4.1.
- 8.8 Rejection of Unacceptable Contract Items: The decision of the Agency designee about materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency considers the contract Items/materials to be unacceptable, the contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return of material and reimburse Agency for delivery expenses. If the original packaging cannot be used for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 8.9 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be considered to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

#### 9. VENDOR DEFAULT:

- 9.1 The following shall be considered a Vendor default under this contract.
  - 9.1.1 Failure to provide contract Items per the requirements contained herein.
  - 9.1.2 Failure to comply with other specifications and requirements contained herein.
  - 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the contract Item Services provided under this contract.

- **9.1.4** Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
  - **9.2.1** Immediate cancellation of the contract.
  - **9.2.2** Immediate cancellation of one or more Delivery Orders issued under this contract.
  - 9.2.3 Any other remedies available in law or equity.

#### 10. MISCELLANEOUS:

- **10.1** No Substitutions: Vendor shall supply only the Contract Items supplied in response to the Solicitation 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 it its bid response.
- 10.3 Damage Beyond Control of the Agency: The Agency shall not be liable for damage to or loss of any equipment or otherwise resulting from lightning, Acts of God, riots, strikes or other causes beyond the Agency's control.
- **10.4** Insurance: Prior to the issuance of any Delivery Order, the Contractor shall furnish evidence of insurance meeting the requirements of Section 103.6 of the Standard Specs, as amended.
- 10.5 Liens: The Agency shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, and encumbrance, or claim on or with respect to the lease/rented equipment, except with respect to the respective rights of the Vendor and the Agency.
- 10.6 Reports: Vendor shall supply quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also supply reports, upon request, showing the items purchased during the term of this contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this contract.
- 10.7 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 should list its Contract Manager and his or her contact information below.

Contract Manager: Brady Lowther
Telephone Numbers: 304-592-7043
Fax Number: 304-592-5506
Email Address: bjlowther@centralsupply wv. com

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

**REVISED 1/13/22** 

### 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: Central Supply, Company of WV
Authorized Signature: Bruy Sovet Date: 03/11/2022
State of Nest Virginia
County of Harrison, to-wit:
Taken, subscribed, and sworn to before me this $\coprod^{t}$ day of $\underbrace{March}$ , $2022$
My Commission expires <u>4/24/25</u> , 20
AFFIX SEAL HERE NOTARY PUBLIC STATE OF WEST VIRGINIA Emily Cunningham 3587 Corbin Branch Rd.
Purchasing Affidavit (Revised 01/19/2018

My Commission Expires April 24, 2025

### 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: <a href="mailto:ethics@wv.gov">ethics@wv.gov</a>; website: <a href="mailto:www.ethics.wv.gov">www.ethics.wv.gov</a>.

# West Virginia Ethics Commission

# **Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Central Supply 4923 Benedum Drive
Name of Contracting Business Entity: Company of WV Address: Bridge port WV 26330
Finance and Administration DOI-
Name of Authorized Agent: WVDOH  Address: Bldg 5 - Rm A-260  Charleston WV 25302
Charleston WV 25302 Contract Number: ARFQ 0803 DOT 2200000025 Contract Description: Ready Mix Portland Cement contract and CLSM
Governmental agency awarding contract: 100H
☐ 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.
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)
services related to the negotiation or drafting of the applicable contract)
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.
services related to the negotiation or drafting of the applicable contract)  ☐ Check here if none, otherwise list entity/individual names below.
services related to the negotiation or drafting of the applicable contract)
services related to the negotiation or drafting of the applicable contract)  ☐ Check here if none, otherwise list entity/individual names below.
Signature: Date Signed: 03/11/2022  Notary Verification
Signature: Date Signed: 03/11/2022  Notary Verification  State of West Virginia , County of Harrison
Signature: Date Signed: 03/11/2022  Notary Verification  State of West Virginia , County of Harrison , the authorized agent of the contracting business
Signature: Date Signed: 03/11/2027  Notary Verification  State of Lowther Marison , County of Harrison , 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.
Signature: Date Signed: 03/11/2022  Notary Verification  State of Verification , County of Harrison , 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, span Sand substituting fore me this 1/2 had of March 2022.
Signature: Date Signed: Date Si
Signature: Date Signed: 03/11/2022  Notary Verification  State of West Virginia , County of Harrised 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, syoth contracting British Chefore me this
Signature: Date Signed: 03/11/2022  Notary Verification  State of WSt Viaina , County of Harrison , 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, state of west vicality of the contracting business and substitution and substitution was a series of the contracting business on the contracting business of
Signature: Date Signed: 03/11/2022  Notary Verification  State of West Virginia , County of Harrison , 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, State of West Virginia

#### ATTACHMENT C (ATT C)



# WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

#### **Standard Specifications Order Form**

#### **ORDERING INSTRUCTIONS:**

Copies of the <u>2017 Standard Specifications Roads & Bridges</u> and latest <u>Supplemental Specifications</u> may be purchased by completing this form, indicating the number of books desired, along with proper mailing and billing information.

Submit completed form by e-mail <u>DOHSpecifications@wv.gov</u>, or mail to: **Technical Support Division** 

1334 Smith Street
Charleston WV 25301

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Payment M	Method (check one)	):	Invoice □	Check 🗆	(payable to: WV Division	of Highways)
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#### WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

#### **MATERIALS PROCEDURES**

#### QUALITY ASSURANCE PROCEDURES FOR PORTLAND CEMENT CONCRETE

#### 1. PLANT AND EQUIPMENT INSPECTION STICKERS

- 1.1 Physical plants and equipment, which prepare materials for, or deliver materials to, State projects shall be regularly inspected and approved by an authorized representative of the Division.
- 1.2 The inspections and approval shall be confirmed by an inspection sticker supplied by the Materials Control, Soils & Testing Division (MCS&T). The inspection sticker will indicate the following:
  - 1. Name of inspector
  - 2. Plant or portion thereof, or singular piece of equipment inspected.
  - 3. Date of inspection
  - 4. Date of expiration of approval
  - 5. Lab Number
- 1.3 Inspections may be made at any time at the option of the Division, and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- 1.4 The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.
- 1.5 The stickers shall be applied, insofar as practicable, and each District shall maintain records of these inspections in ProjectWise. The records shall include all the items listed in 1.2.
- 1.6 A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.

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1.6.1 After each time a plant has been inspected, the District shall notify the Director of MCS&T, or their designee. MCS&T will generate a list of approved plants and post these on the <u>Division Webpage</u><sup>1</sup>.

1.7 Additional information regarding inspections and a sample of an inspection sticker is contained in Attachment 1.

#### 2. QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE

#### 2.1 PURPOSE

The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

#### 2.2 DEFINITION OF TERMS

#### 2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, is an awareness and knowledge of the Producer's Quality Control Program and the level of Quality Control maintained by that Producer.

#### 2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete Producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification.

https://transportation.wv.gov/highways/mcst/pages/default.aspx

#### 2.3 GENERAL DISCUSSION

The Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. One of the outcomes of this program is that the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

- 2.3.1 Portland cement concrete technicians certification is available in the Contractor-Supplier industry to implement a program of Quality Control.
- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.4.2 and 601.4.2 of the Standard Specifications.
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Sub-articles 501.5.1 and 601.5.1 of the Standard Specifications.
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division, and their approval as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this MP for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials that are to be used in the work, is specified in articles 501.3 and 601.3.1 of the Standard Specifications. This requirement allows commercial concrete suppliers to have laboratory design work done for the various classes of concrete to be supplied, and it guards against the possibility of source materials changing appreciably and affecting the quality of subsequent concrete work.

Although all producers should maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing and inspection when the level of Quality Control is increased.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established. Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a Producer's plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars)

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to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing, in a prescribed and uniform manner, such a Quality Assurance Program.

#### 2.4 DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this MP and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants, and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers Al, A2 or B.

#### 2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements, will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

#### 2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

#### 2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this MP. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

#### 2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by certified personnel on random samples taken from plant production. This test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

#### 2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class Al concrete plant shall be sampled and tested by certified personnel on a project-by-project basis, at random, with the frequency specified in Table 1 of MP 601.03.50.

Plant inspection and monitoring of batching operations at Class Al concrete plants shall be performed by District personnel on a random basis during production for Division Projects.

A concrete batch ticket, as defined in Section 4.2.9 of MP 601.03.50, shall be initiated and signed at the plant and accompany each delivery to the project.

#### 2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class A2 concrete plants shall be sampled and tested by certified personnel on a project- by-project basis, at random, with the frequency specified in Table 1 of MP 601.03.50.

Plant inspection and monitoring of batching operations at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for items other than miscellaneous concrete are being produced for Division projects.

#### 2.4.7 CLASS B PLANTS

Concrete purchased by a Contractor for use on Division projects shall be supplied from Class Al or A2 plants. Concrete purchased through competitive bidding with Purchase order contracts shall be supplied from Class Al or A2 plants. Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects.

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class Al or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance

with the applicable Division procedures. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concrete from Class B plants shall also conform to the requirements set out in Subsection 2.5.

#### 2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavements, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 1. Sidewalks
- 2. Curb and gutter
- 3. Slope walls for under drain outlet pipes
- 4. Temporary pavements and pipe crossings
- 5. Building floors
- 6. Slope paving and headers
- 7. Paved ditch or gutter
- 8. Small (less than 36" diameter) culvert headwalls
- 9. Catch basins, manhole bases, inlets, and junction boxes (and adjustments of such items) not located in the roadway
- 10. Foundations for breakaway supports
- 11. Utility trench fills
- 12. Cast-in-place survey markers

### 2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETE FROM CLASS B PLANTS

#### 2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase of concrete and for inspection and testing of direct purchase concrete from Class B plants, so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concrete from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

#### 2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used to purchase materials for government agencies, including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase

requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

#### 2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is being done by Division forces, and it is found to be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

#### 2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class Al or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.

Procedures for making direct purchases of concrete shall be as prescribed by the appropriate State Agency. The method of specifying direct purchase concrete shall be as follows:

- 1. Specify the class of concrete.
- 2. Specify that the concrete mix design will be approved by the Division.
- 3. Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

#### 3. PLANT APPROVAL STATUS

#### 3.1 PLANT CERTIFICATION

- 3.1.1 When District Personnel determine that a Concrete Plant, which is not already listed as a Class A1, A2, or B plant on the Division's Approved Source Page, has met the requirements of this Materials Procedure, the Specifications, and all other applicable Materials Procedures, they shall notify MCS&T Division and provide all applicable documentation and information to MCS&T Division.
- 3.1.2 MCS&T Division shall then notify the subject Concrete Plant that they are approved to begin production for WVDOH projects. MCS&T Division shall also add that Concrete Plant to the Division's Approved Source Page and begin monthly evaluations of that Concrete Plant as outlined in this MP and MP 711.03.26.

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#### 3.2 PLANT DE-CERTIFICATION

- 3.2.1 When District Personnel determine that a Concrete Plant, which is listed as a Class A1, A2, or B plant on the Division's Approved Source Page, is not complying with the requirements of this MP, the Specifications, or any other applicable Materials Procedure, they shall immediately notify MCS&T Division and provide all applicable documentation and information to MCS&T Division. This information shall include a summary of the reason(s) for the de-certification of the subject Concrete Plant.
- 3.2.2 MCS&T Division shall then immediately notify the subject Concrete Plant and all applicable WVDOH District and Divisions that the subject Concrete Plant is no longer approved to supply concrete for WVDOH projects.
- 3.2.3 If the subject Concrete Plant, which has been de-certified and removed from approved status, desires re-approval, they shall initiate the re-approval process by submitting a plan of corrective action, which addresses all of the reasons for which that Plant was de-certified. This plan of corrective action shall be submitted to the District in which the Concrete Plant is located and to MCS&T Division.

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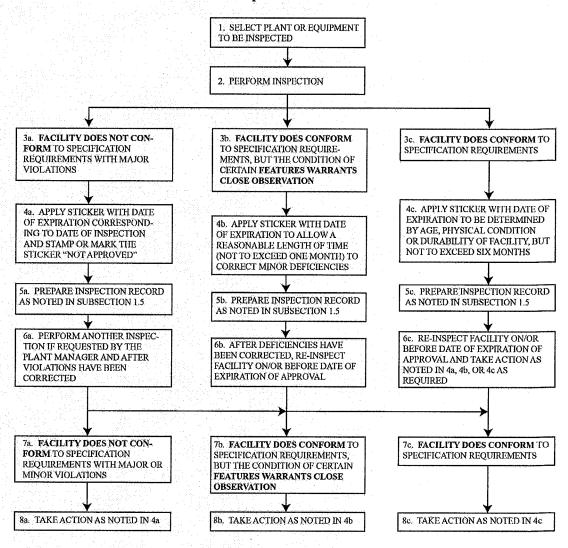
Ronald L. Stanevich, P.E.

Director

Materials Control, Soils & Testing Division

RLS:M Attachment

#### **Plant Inspection Flow Chart**



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#### **Sample Plant Inspection Sticker**

West Virginia Division of Highways
CHECKED & ACCEPTED
INSPECTOR:
LAB NUMBER: DISTRICT:
DATE OF EXPIRATION  MONTH/DAY/YEAR///
PLANT / TRUCK

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#### WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

#### MATERIALS PROCEDURE

### GUIDE FOR QUALITY CONTROL AND ACCEPTANCE REQUIREMENTS FOR PORTLAND CEMENT CONCRETE

#### 1. PURPOSE

1.1 To establish minimum requirements for Contractor's Quality Control (QC) system and the Division's Acceptance Plan. It is intended that these minimum requirements be followed in detailing the inspection, sampling, and testing deemed necessary to maintain compliance with all Specification requirements.

#### 2. SCOPE

2.1 This Materials Procedure (MP) is applicable to all Portland Cement Concrete (PCC) items, and it outlines the quality control procedures for both plant and field operations and includes procedures for approving and using Master and/or Project Specific QC Plans. This procedure also aids in documentation and retention of QC Plans in ProjectWise.

#### 3. GENERAL REQUIREMENTS

The Contractor shall provide and maintain a quality control system that will provide reasonable assurance that all materials and products submitted to the Division for acceptance will conform to the contract requirements whether manufactured or processed by the Contractor or procured from suppliers, subcontractors, or vendors. The Contractor shall perform or have performed the inspections and tests required to substantiate product conformance to contract document requirements and shall also perform or have performed all inspections and tests otherwise required by the contract. The Contractor's quality control inspections and tests shall be documented and shall be available for review by the Engineer throughout the life of the contract. The Contractor shall maintain standard equipment and qualified personnel as required by the Specifications to assure conformance to contract requirements. Procedures will be subject to the review of the Division before the work is started.

#### 4. QUALITY CONTROL PLAN

4.1 The Contractor shall prepare a QC Plan detailing the type and frequency of inspection, sampling, and testing deemed necessary to measure and control the various properties of materials and construction governed by the Specifications. As a minimum, the sampling and testing plan should detail sampling location, sampling techniques, and

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test frequency to be utilized. Quality control sampling and testing performed by the Contractor may be utilized by the Division for acceptance.

- A QC Plan must be developed by the Contractor and submitted to the Engineer prior to the start of construction on every project. Acceptance of the QC Plan by the Engineer will be contingent upon its concurrence with these guidelines.
- 4.1.2 As work progresses, an addendum(s) may be required to a QC Plan to keep the QC program current. Personnel may be required to show proof of certification for testing.
- 4.2 Quality Control Plan Guidelines
- 4.2.1 The Plan shall identify the personnel responsible for the Contractor's quality control. This should include the company official who will act as the liaison with Division personnel, as well as the Certified Portland Cement Concrete Technician who will direct the inspection program at the plant or in the field depending if it is a plant or field QC Plan. Their phone number and email address must also be included as a means for contact by the Division personnel.
- 4.2.2 All classes of concrete and corresponding mix design numbers, which may be used, shall be listed on the Plant QC Plan. All classes of concrete, which may be used, shall be listed on the Field QC Plan.
- 4.2.3 Process control sampling, testing, and inspection should be an integral part of the contractor's quality control system. In addition to the above requirements, the Contractor's QC Plan should document the process control requirements shown in Table 1 of Attachment 1. The process control activities shown in Table 1 are considered to be normal activities necessary to control the production and placement of a given product or material at an acceptable quality level. To facilitate the Division's activities, the Contractor, as per ML-25, shall retain all completed gradation samples until further disposition is designated by the Division.
- 4.2.4 All sampling and testing shall be in accordance with the methods and procedures required by the Specifications. Measuring and testing equipment shall be standard and properly calibrated as per the specified test procedures. If alternative sampling methods, procedures, and inspection equipment are to be used, they shall be detailed in the QC Plan.
- 4.2.4.1 Any individual who samples or tests plastic concrete for quality control purposes shall be certified as a WVDOH PCC Inspector.
- 4.2.4.2 Any Laboratory which tests the hardened concrete cylinders for the Contractor, for quality control purposes, shall be listed in the Contractor's QC Plan for field operations. This Laboratory shall provide evidence that it meets the applicable requirements in ASTM C1077, pertaining to testing hardened concrete cylinders, for

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a concrete testing laboratory, including curing facilities, testing equipment, technician proficiency, participation in the CCRL Concrete Proficiency Sample Program (PSP), Quality Management System documentation, and recordkeeping. The only test required for these laboratories, in the CCRL Concrete PSP, is ASTM C39 (AASHTO T22), but it is recommended that the laboratory perform all the field test portions of these Proficiency Samples and maintain the results of these tests, in order to evaluate any root cause issues pertaining to compressive strength. Each Laboratory shall be inspected and evaluated initially, and at least once every regular inspection tour cycle (approximately 30 months) by the Cement and Concrete Reference Laboratory (CCRL). The ASTM standards pertaining to testing concrete cylinders, with which the subject laboratory must comply, include ASTM C39 (AASHTO T22), ASTM C617 (AASHTO T231) or ASTM C1231, and ASTM C511 (AASHTO M201). The Personnel Qualification requirements in Section 6 of ASTM C1077 regarding PE direction, Laboratory Supervisors, and concrete laboratory personnel testing certifications also apply, except that a Laboratory Supervisor with at least five years experience in construction materials testing shall be a permissible substitution for the licensed professional engineer. Subsequent documentation shall be provided to the Division showing that the subject Laboratory and personnel meet the applicable requirements of ASTM C1077, pertaining to testing concrete cylinders, for a concrete laboratory.

4.2.4.3 Any Laboratory which desires to test Contractor hardened concrete QC specimens on WVDOH projects shall submit the evidence/documentation, required in Section 4.2.4.2, confirming compliance with ASTM C1077, with regards to testing concrete cylinders. MCS&T Division at the following e-mail DOHMCSnTconcretelab@wv.gov. MCS&T Division will review this submittal. In this submittal, the subject Laboratory shall also explain how all deficiencies noted in the CCRL Laboratory Inspection Report have been addressed. All deficiencies noted in the CCRL Laboratory Inspection Report shall be resolved to the satisfaction of the Division within 90 days from the date of the CCRL Laboratory Inspection Report. Once MCS&T Division determines that the subject Laboratory is in compliance with the applicable requirements of ASTM C1077, and all deficiencies have been adequately resolved, that Laboratory will be placed on the Division's Approved List of Concrete Cylinder Testing Labs. All laboratories which test contractor hardened concrete QC specimens on WVDOH projects must be listed on the Division's Approved List of Concrete Cylinder Testing Labs. A listing of these laboratories is available the **WVDOT** internet site at the following https://transportation.wv.gov/highways/mcst/Pages/APL By Number.aspx. All Division Approved Laboratories shall provide the Division with the CCRL Lab Number for their laboratory and agree to allow DOH, CCRL, and AASHTO re:source to freely share information about assessment reports, proficiency samples, corrective actions, quality management system, and personnel competency and certification records.

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When calculating the compressive strength of concrete cylinders in accordance with AASHTO T22, the following procedure shall be used:

$$CS = ML$$

$$0.25 \times \pi \times D^2$$

Where:

CS = Compressive Strength of the specimen

ML = Maximum load carried by the specimen during the test

 $\pi$  = Mathematical constant PI

D = Diameter of the cylinder being tested (in accordance with AASTO T 22)

Note: The calculation for CS shall be performed in one continuous step (without any rounding), either by the testing machine, or by calculating device, and only the final value (CS) is permitted to be rounded (to the accuracy specified in AASHTO T 22). The value for  $\pi$  shall be the manufacturer's pre-programmed value in a calculating device or the testing machine.

4.2.6 <u>Miscellaneous Concrete</u>:

The contractor is not required to perform the process control testing required by Part C of Table 1 of the Attachment on miscellaneous concrete (as defined in section 4.2.6.1), provided that the concrete in question is being supplied by an A1 or A2 plant (as defined in MP 601.05.50, formerly numbered as IM-18), and provided that the requirements of section 4.2.6.2 are met for each project on which the reduced testing of miscellaneous concrete is applied.

4.2.6.1 Miscellaneous concrete shall be defined as relatively small quantities, not exceeding 25 yd<sup>3</sup> (19 m<sup>3</sup>) per day, incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures, permanent mainline or ramp pavements, or any other structurally critical items part of, or adjacent to the roadway.

The following items are suggested as a guideline in establishing items that may be categorized as miscellaneous concrete:

Note: Concrete testing for certain items below is waived, in some cases, by the referenced section of the specifications.

- 1 Sidewalks
- 2. Curb and Gutter
- 3. Slope walls for under drain outlet pipes
- 4. Temporary pavements and pipe crossings
- 5. Building floors

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- 6. Slope paving and headers
- 7. Paved ditch or gutter
- 8. Small (less than 36" diameter) culvert headwalls
- 9. Catch basins, manhole bases, inlets, and junction boxes (and adjustments of such items) not located in the roadway
- 10. Foundations for breakaway supports
- 11. Utility trench fills
- 12. Cast-in-place survey markers
- 4.2.6.2 One sample per two days of production (for the same project) shall be tested (beginning on the first day of production) for compressive strength, air content, and consistency. On a minimum of ten percent of the samples outlined above, the Division will observe the batching operation at the plant (that is producing the concrete to be sampled) and check the operational control.
- 4.2.6.3 When placing miscellaneous concrete and no testing is required, an Approved Source Sample will be generated in SiteManager. The C###### representing the test from the previous day of production shall be entered in the intended use field. Miscellaneous Concrete will be entered in remarks. Miscellaneous Concrete will be written on all batch tickets for which testing is not required, per the miscellaneous concrete provisions of this MP, prior to scanning and placing in ProjectWise.

#### 4.2.7 Documentation:

The Contractor shall maintain adequate records of all inspections and tests. The records shall indicate the nature and number of observations made, the number and type of deficiencies found, the quantities approved and rejected, and the nature of corrective action taken as appropriate. The Contractor's documentation procedures will be subject to the review and approval of the Division prior to the start of the work and to compliance checks during the progress of the work.

#### 4.2.8 Charts and Forms:

All conforming and non-conforming inspections and test results shall be kept complete and shall be available at all times to the Division during the performance work. Forms shall be on a computer-acceptable medium where required. Batch ticket data shall be documented in accordance with the applicable section of MP 601.03.50, with a copy to be submitted to the District Materials Section within 72 hours of the concrete placement. Gradation data shall be documented on WVDOH form T300 using the material codes listed in the online computer systems user guide. The original gradation data shall be submitted to the District Materials Section within 72 hours of obtaining the gradation sample. Test data for Portland Cement Concrete shall be charted in accordance with the applicable requirements of MP 601.03.52. Gradation test data shall be plotted in accordance with the applicable requirements of MP 300.00.51. The Contractor may use other types of control charts

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as deemed appropriate by the Division. It is normally expected that testing and charting will be completed within 48 hours after sampling. The Contractor shall also ensure that all Material Suppliers prepare and submit the HL-441 form (weekly supplier report) in a timely manner

4.2.8.1 All charts and records documenting the Contractor's quality control inspections and tests shall become property of the Division upon completion of the work.

#### 4.2.9 Batch Tickets

Each batch of Structural Concrete, including miscellaneous concrete (as defined in section 4.2.6.1), delivered at the project shall be accompanied by one batch ticket with all of the items of information listed in Section 4.2.9.1 pre-printed on the ticket. In the case of Portland Cement Concrete Pavement, each batch of concrete delivered at the project on which a test in accordance with Table 1 of Attachment 1 is to be performed shall be accompanied by a batch ticket. This batch ticket shall have all of the items listed in section 4.2.9.1 pre-printed on the ticket unless non-agitator trucks or truck agitators are used. In this case, the batch ticket shall have all of the items listed in section 4.2.9.2 pre-printed on the ticket.

- All batch tickets for Structural Concrete and Portland Cement Concrete Pavement Concrete transported by truck mixers shall have all of the following items preprinted on the ticket: Producer/Supplier Code, Producer/Supplier Name, Producer/Supplier Location, Mix Design Laboratory Reference Number, Date, Sequence Number, Volume (yd³/m³), Time Batched, Time Unloaded, Contract Identification Number (CID #), Federal and/or State Project Number, Material Code, Material Name, Water Allowed (Gallon/Liter), Water at Plant (gallon/liter), Weight of Ice at Plant (lb/kg), Water at Job (Gallon/Liter), Weight of Cement (lb/kg), Weight(s) of Pozzolan(s) (lb/kg), Weight of Fine Aggregate (lb/kg), Weight of Coarse Aggregate (lb/kg), Admixture Name(s) and Dose (ounces/mL), Temperature (°F/°C), Cylinder I.D., Initial Counter, Final Counter, Target Consistency (in/mm), Actual Consistency (in/mm), Target Air (%), Actual Air (%), Truck Number.
- 4.2.9.2 All batch tickets for concrete delivered by means of non-agitator trucks or truck agitators shall have all of the following items pre-printed on the ticket: Producer/Supplier Name, Mix Design Laboratory Reference Number, Date, Sequence Number, Volume (yd³/m³), Time Batched, Time Unloaded, CID#, Federal and/or State Project Number, Material Code, Material Name, Water Allowed (Gallon/Liter), Water at Plant (Gallon/Liter), Weight of Ice at Plant (lb/kg), Weight of Cement (lb/kg), Weight of SCM (lb/kg), Weight of Fine Aggregate (lb/kg), Weight of Coarse Aggregate (lb/kg), Admixture Name(s) and Weight(s) (ounces/grams), Temperature (°F/°C), Target Consistency (in/mm), Actual Consistency (in/mm), Target Air (%), Actual Air (%), Truck Number.

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4.2.9.3 The batch ticket in the case of either type of concrete shall be a pre-printed batch ticket prepared by the plant. This ticket may be either computer generated or a standard pre-printed form with blank spaces provided in which all of the required data shall be recorded. The data items listed above that are completed in the field (such as Time Unloaded, Actual Consistency, etc.) must have a space on the batch ticket for completion. Volume is to be reported to the nearest 0.01 yd³ (0.01 m³). Consistencies are to be reported to the nearest 0.25 inch (5 mm). Target and Actual Air are to be reported to the nearest 0.1% (to the nearest 0.25% if the volumetric method is used).

#### 4.2.10 Corrective Action:

The Contractor shall take prompt action to correct conditions, which have resulted, or could result, in the submission to the Division of materials and products, which do not conform to the requirements of the Contract documents.

#### 4.2.11 <u>Non-Conforming Materials</u>:

4.2.11.1 The Contractor shall establish and maintain an effective and positive system for controlling non-conforming material, including procedures for its identification, isolation and disposition. Reclaiming or reworking of non-conforming materials shall be in accordance with procedures acceptable to the Division. All non-conforming materials and products shall be positively identified to prevent use, shipment, and intermingling with conforming materials and products. Holding areas, mutually agreeable to the Division and the Contractor shall be provided by the Contractor.

#### 4.2.12 Types of QC Plans:

- 4.2.12.1 QC Plans which are intended for use on more than one project shall be defined as Master QC Plans. Section 4.3 outlines the procedures for Master QC Plan submittal and approval.
- 4.2.12.2 QC Plans which are intended for use on a single project shall be defined as Project Specific QC Plans. Project Specific QC Plans shall contain a cover letter which includes the following: project description, CID#, Federal and/or State Project Number.
- 4.2.12.3 A Contractor may submit a Master QC Plan for Plant and/or Field operations instead of a Project Specific QC Plan.
- 4.2.12.4 Once any QC Plan is approved for a project, the key date shall be entered in SiteManager by the appropriate District Materials personnel. The first date entered shall be the date the Project QC Plan letter is received. The second date shall be when the District approves the QC Plan for use on the project.

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#### 4.3 <u>Master QC Plan</u>

- 4.3.1 The intent of Master QC Plans is to facilitate the approval process in a more uniform manner. Master QC Plans can be submitted to the Division by the Contractor when their workload in a given District is routinely repetitive for the year.
- 4.3.2 The Contractor shall submit a Master Field QC Plan yearly to each District in which they have work (see Attachment 2). If the Contractor does not have work in a given District for the year, then a Master Field QC Plan does not need to be submitted to that District.
- 4.3.3 The Producer/Supplier shall submit a Master Plant QC Plan at the beginning of each year to the District in which their plant is located (see Attachment 3).
- 4.3.4 The District will review the submitted Master QC Plans to see if they meet the applicable requirements of Sections 4.2 thru 4.2.11.1 and assign a Laboratory Reference Number to each QC Plan upon approval, for future referencing. The District will acknowledge approval of each Master QC Plan to the Contractor and/or Producer/Supplier by letter (see Attachment 4), which will include the Laboratory Reference Number and a copy of the approved Master QC Plan. This will then be scanned and placed in ProjectWise under the appropriate District's Org for that Contractor and/or Producer/Supplier.
- Once a project has been awarded, if a contractor elects to use the approved Master Plant and Master Field QC Plans on that project, the Contractor shall submit a letter requesting to use the Master QC Plans for that project. This letter must be on the Contractor's letterhead, be addressed to the District Engineer/Manager or their designee, and contain the following information: project number, CID#, project description, type of Quality Control Plan and the laboratory reference number for the Master QC Plan. See Attachment 5 for an example of a plant letter and Attachment 6 for an example of a field letter.
- 4.3.5.1 The District shall review the referenced Master QC Plans to ensure they cover all items in that project. If the referenced Master QC Plan is found to be insufficient for some items on that project, the District shall request the Contractor to submit additional information for quality control of those items as an addendum on a project specific basis. When the District is satisfied with the QC Plan for that project, a letter shall be sent to the Contractor acknowledging approval (see Attachment 7), with the following attached: the contractor's project QC Plan request letter and the Master QC Plan approval letter. This shall then be placed in the project's incoming-mail mailbox in ProjectWise.
- 4.3.5.2 A Master QC Plan that has been approved for project use shall be good for the duration of that project.

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4.3.5.3 For the use of Division Personnel, the District approval letter for this project must state the ProjectWise link to the referenced Master QC Plan for that Contractor (for example: WVDOT ORGS > District Organization #> Materials > Year > Master QC Plans).

4.3.6 The Master Field and Plant QC Plans shall be valid for the duration of one calendar year beginning on January 1<sup>st</sup> and ending on December 31<sup>st</sup>. The Master Plant QC Plan will also cover maintenance purchase order concrete for the year.

#### 5. ACCEPTANCE SAMPLING AND TESTING

- Acceptance sampling and testing is the responsibility of the Division. Quality control tests by the Contractor may be used for acceptance.
- The Division shall sample and test for applicable items completely independent of the contractor at a frequency equal to approximately ten (10) percent of the frequency for testing given in the approved QC Plan. Witnessing the contractor's sampling and testing activities may also be a part of the acceptance procedure, but only to the extent that such tests are considered "in addition to" the ten (10) percent independent tests.
- Results from independent tests conducted by the Division for gradation, entrained air, consistency, and strength will be plotted on the Contractor's quality control charts with a red circle, but are not to be included in the moving average. When the Contractor's tests are witnessed, the results are circled on the control chart in red, and are to be included in the moving average calculations.
- Results from both independent tests and witnessed tests will be evaluated in accordance with MP 700.00.54. If a dissimilarity is detected, an investigation shall be immediately initiated to determine the cause of the dissimilarity.

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#### 6. ABSENT TESTING OF MATERIAL

- 6.1 If the Contractor fails to perform testing of the material in accordance with the Contractor's Division Approved Quality Control Plan, payment for the entire item shall be withheld, pending the Engineer's decision whether or not to allow the material to remain in place.
- 6.1.1 If the Engineer allows the material to remain in place, the Division shall not pay for the material represented by the absent test. However, the Division shall pay for the cost of the placement of the material, including labor and equipment. The invoice or material supplier cost (if applicable), determined at the time of shipment, shall be used to calculate the cost of material when evaluating the total cost of labor and equipment.

12/14/2020

Ronald L. Stanevich, P.E.

Director

Materials Control, Soils and Testing Division

RLS:Fm

Attachments

MP 601.03.50

SUPERCEDES: JULY 2020 REVISED: DECEMBER 2020

ATTACHMENT 1 PAGE 1 OF 3

#### TABLE 1

# $\frac{\text{CONTRACTORS PROCESS CONTROL}}{\text{REQUIREMENTS}}$

## STRUCTURAL CONCRETE AND PORTLAND CEMENT CONCRETE PAVEMENT

#### Minimum frequency\*

#### A. PLANT AND TRUCKS

1. Mixer Blades

Prior to Start of Job and Weekly

2. Scales

a. Tared

Daily

b. Calibrate

Prior to start of Job

c. Check Calibration

Weekly

3. Gauges and Meters-Plant and Truck

a. Calibrate

Yearly

b. Check Calibration

Weekly

4. Admixture Dispenser

a. Calibrate

Prior to Start of Job

b. Check Operation and Calibration

Daily

#### B. AGGREGATES

1. Fine Aggregate

a. Gradation

Per section 601.3.2.4 of the Specifications

b. Moisture

Daily

PAGE 2 OF 3

2. Coarse Aggregates

a. Gradation

Per section 601.3.2.4 of the Specifications

b. Percent passing No. 75mm

Daily

c. Ā for Combined Coarse Aggregates Fine Aggregates and Cement

Per section 601.3.2.4 of the Specifications

d. Moisture

Daily

#### C. PLASTIC CONCRETE

#### 1. Entrained Air Content

**Pavement Concrete** 

Two at the beginning of the paving operation, per Section 501.4.2, then one per 500 yd<sup>3</sup> (380 m<sup>3</sup>) or fraction thereof, with a

minimum of two per day

Structural Concrete

(except Bridge Superstructure)

One per 100 yd<sup>3</sup> (75 m<sup>3</sup>) or fraction thereof,

with a minimum of one per ½ day of

operation

**Bridge Superstructure** 

One per batch

#### 2. Consistency\*\*

Pavement Concrete

One per 500 yd<sup>3</sup> (380 m<sup>3</sup>) or fraction

thereof, with a minimum of two per day

Structural Concrete

(except Bridge Superstructure)

One per 100 yd<sup>3</sup> (75 m<sup>3</sup>) or fraction thereof,

with a minimum of one per 1/2 day of

operation

Bridge Superstructure

One for first batch and one for every fifth

batch thereafter

3. Temperature

Per Specification

#### 4. Yield

Pavement Concrete

Per Section 501.3 of the Specifications and

one for each five days of operation after the

first five days of operation

Structural Concrete

Per Section 601.3.2.3 of the Specifications

and one for each ten sets of cylinders after

the first ten

5. Compressive Strength\*\*\*

Pavement Concrete

One set of concrete cylinders for each 350

yd<sup>3</sup> (75 m<sup>3</sup>) or fraction thereof

Structural Concrete

For each class concrete delivered and placed on a calendar day from a single supplier, one

set of concrete cylinders for each 100 yd<sup>3</sup>

(75 m<sup>3</sup>) or fraction thereof

6. Permeability

**Pavement Concrete** 

N/A

Structural Concrete

Per Section 601.4.5 of the Specifications

Specialized Concrete Overlays

Per Section 679.2.2 of the Specifications

- \* Frequency for Process Control will vary with the size and type of aggregate or mixture and the batch-to-batch variability of the item.
- \*\* When superplasticizer is added to the concrete in the field, additional consistency testing is required as per Section 601.3.2.1 of the Specifications.
- \*\*\* All cylinders shall be made, cured, and shipped to the Laboratory in accordance with AASHTO T 23 and MP 601.04.20. They shall be tested in accordance with AASHTO T 22 and the applicable section of the Standard Specifications.

MP 601.03.50 SUPERCEDES: JULY 2020

REVISED: DECEMBER 2020 ATTACHMENT 2

PAGE 1 OF 2

### \*\*\*Example\*\*\* COMPANY LETTERHEAD

		COMPANY LE	ETTERHEAD	
Mr./	'Ms./Mrs			
Wes	st Virginia Department o	f Highways		
	rict Engineer/Manaş , WV ####	ger		
RE:	Master PCC Field Q	C Plan		
Dear	r	د		
	We are submitting Sections 501 and 601 o plemental Specifications	f the <u>(year)</u> WVDOH	ality Control Plan, developed in accord Standard Specifications, the (year) WV	dance DOH
1.	The Quality Control procontacted in Field/Office and/or e-mail address	ogram is under the di e, by telephone number	rection of, who c	an be
2.	Sampling and testing w Section 106.	ill be performed by qu	ualified personnel as per WVDOH specifica	ations
3.	Class(es) of Concrete to	be controlled are listed	d as follows:	
	- All types Class A	- All types Class B	- All types <u>Class C</u>	
	- All types Class D	- All types <u>Class K</u>	- All types <u>Class H</u>	
	- Etc.			

- 4. All items in this QC Plan will be sampled at a minimum frequency as specified in Table 1 of Attachment 1. We acknowledge that additional sampling may be required by the Division in addition to the minimum frequency stated.
- 5. All sampling and testing will be in accordance with the methods and procedures required by the specifications. All measuring and testing equipment shall be standard and properly calibrated as per the specified test procedure. (If alternative sampling methods, procedures and inspection equipment are to be used please state in detail what they are and how they will be utilized.)

MP 601.03.50 SUPERCEDES: JULY 2020 REVISED: DECEMBER 2020 ATTACHMENT 2

PAGE 2 OF 2

6. Batch ticket data shall be documented in accordance with the applicable section of MP 601.03.50, with a copy to be submitted to the District Materials Section within 72 hours of the concrete placement.

- 7. Calculation of the compressive strength of concrete cylinders will be done as shown in Section 4.2.5 of MP 601.03.50.
- 8. Testing of Miscellaneous Concrete will be as specified in Section 4.2.6 and Sub-Sections 4.2.6.1 thru 4.2.6.3 of MP 601.03.50.
- 9. We will maintain adequate records of all inspection and tests. The records will indicate the type of test, number of observations made, the amount and type of deficiency's found, the quantities approved and rejected, and the nature of corrective actions taken as appropriate. Our documentation procedures will be subject to the review and approval of the Division prior to the start of the work and to compliance checks during the progression of the work.
- 10. <u>Our company</u> will take prompt action to correct conditions, which have resulted or could result, in the submission to the Division/District of materials and products, which do not conform to the requirements of the contract documents.
- 11. <u>Non-Conforming Materials</u> -- State how you will establish an effective and positive system for controlling non-conforming material. This shall include the following:
  - procedures for non-conforming material identification
  - isolation and disposition of this material

Reclaiming or reworking of non-conforming materials shall be in accordance with procedures acceptable to the Division.

Our company will specify and provide holding areas, which shall be mutually agreeable by the Division and Contractor.

MP 601.03.50 SUPERCEDES: JULY 2020 REVISED: DECEMBER 2020 ATTACHMENT 3 PAGE 1 OF 2

### \*\*\*Example\*\*\* COMPANY I ETTERHEAD

		COMPAN	IY LETTERHEAD
Mr./	Ms./Mrs.		
Wes	t Virginia	Department of Highways	
		ngineer/Manager	
		, WV #####	
RE:	Master	PCC Plant QC Plan	
Dea			
	Sections		WT Quality Control Plan, developed in accordance WDOH_Standard Specifications, the (year)_WVDOH 3.50.
1.	The Qua contacted and/or e-	lity Control program is under a lin Field/Office, by telephone n mail address	the direction of, who can be umber, cell#,
2.	Sampling Section 1		by qualified personnel as per WVDOH specifications
3.	The PCC	Mix Designs and class of conci	rete to be controlled are listed below:
	Mix	k Design Number	Class of Concrete
	1.	######	Class B
	2.		appendix and the second
	3.		
	4. Etc.		
	200.	•	

- 4. All items in this QC Plan will be sampled at a minimum frequency as specified in Table 1 of Attachment. We acknowledge that additional sampling may be required by the Division in addition to the minimum frequency stated.
- 5. All sampling and testing will be in accordance with the methods and procedures required by the specifications. All measuring and testing equipment shall be standard and properly calibrated as

MP 601.03.50 SUPERCEDES: JULY 2020 REVISED: DECEMBER 2020

ATTACHMENT 3
PAGE 2 OF 2

per the specified test procedure. (If alternative sampling methods, procedures and inspection equipment are to be used please state in detail what they are and how they will be utilized.)

#### 6. Charts and forms

<u>Our Company</u> will make sure all conforming and non-conforming inspections and test results shall be kept complete and shall be available at all times to the Division during the performance work. Forms shall be on a computer-acceptable medium where required. Gradation data shall be documented on WVDOH form T300 using the material codes listed in the online computer systems user guide. The original gradation data shall be submitted to the District Materials Section within 72 hours of obtaining the gradation sample. Test data for Portland cement concrete shall be charted in accordance with the applicable requirements of MP 601.03.52. Gradation test data shall be plotted in accordance with the applicable requirements of MP 300.00.51. We may use other types of control charts as deemed appropriate by Division. It is normally expected that testing and charting will be completed within 48 hours after sampling. <u>Our Company</u> shall also ensure that all Material Suppliers prepare and submit the HL-441 form (weekly supplier report) in a timely manner. All charts and records will be turned over to the Division upon completion of work for a given project.

- 7. State that batch tickets will conform to requirements of MP601.03.50 Section 4.3.9 and its applicable subsections.
- 8. <u>Our company</u> will take prompt action to correct conditions, which have resulted or could result, in the submission to the Division of materials and products, which do not conform to the requirements of the contract documents.
- 9. <u>Non-Conforming Materials</u> State how you will establish an effective and positive system for controlling non-conforming material. This shall include the following:
  - procedures for non-conforming material identification
  - isolation and disposition of this material

Reclaiming or reworking of non-conforming materials shall be in accordance with procedures acceptable to the Division.

Our company will specify and provide holding areas, which shall be mutually agreeable by the Division and Contractor.

MP 601.03.50 SUPERCEDES: JULY 2020 REVISED: DECEMBER 2020 ATTACHMENT 4 PAGE 1 OF 1

# WVDOH District Master QCP Approval Letter \*\*\* EXAMPLE \*\*\* WVDOH LETTERHEAD

ACME Company 20 First St. Somewhere, WV #####

RE: <u>PCC Plant</u> or <u>PCC Field</u> (whichever is applicable)

Master QC Plan Description: (YEAR)

P/S code: (only if a plant QCP)

Dear Sir,

Your Quality Control Plan (M#-####) for \_\_\_\_\_has been reviewed and found to be acceptable for the following items:

- All WVDOH approved Designs for PCC Classes of Concrete controlled by the referenced QC plan.

As work progresses throughout the season an addendum(s) may be required to this QCP to keep the QC program current. Also note that personnel may be required to show proof of certification for testing. Please use Lab Reference # M#-##### when corresponding about this QC plan. Please make sure that all appropriate personnel have a copy of this plan in their possession.

Very truly yo	ours,

MP 601.03.50

SUPERCEDES: JULY 2020

REVISED: DECEMBER 2020 ATTACHMENT 5

PAGE 1 OF 1

# \*\*\*Example\*\*\* COMPANY LETTERHEAD

Ma (Ma (Mac	
Mr./Ms./Mrs. WV Department of Highways	
District Engineer/Manager	
, WV ####	
RE: PCC Quality Control Plan	•
for Plant Project	
Federal Project No.	
State Project No.	
Contract ID No.	
Description	_
Dear Mr./Ms./Mrs,	
We would like to use our <b>Producer</b> /	/Supplier's name Master PCC Plant QC Plan,
	roject referenced above. All PCC items on the
	PCC Plant QC Plan. (if needed state the Special
Provision and that the addendum is attached for	
	· · · · · · · · · · · · · · · · · · ·
The Quality Control Plan is under the	
	company's contact representative to the Division
	tion Departments. He/She can be contacted in
person at the plant, by telephone	or at e-mail at
•	
	Very truly yours,
	Company Representative

MP 601.03.50 SUPERCEDES: JULY 2020 REVISED: DECEMBER 2020 ATTACHMENT 6 PAGE 1 OF 1

# \*\*\*Example\*\*\* COMPANY LETTERHEAD

Mr./Ms./Mrs.	
WV Department of Highways	
District, WV #####	
Re: PCC Quality Control Plan	
for Field Project	
Federal Project No.	
State Project No.	
Contract ID No.	<del></del>
Description	<del></del>
Dear Mr./Ms./Mrs,	
	Master PCC Field QC Plan, reference number ve. All PCC items on the referenced project are
covered by the Master PCC Field QC Plan. (if	
addendum is attached for Quality Control of Spe	
	,
The Quality Control Plan is under the d	irection of,
of Highways District Materials and Construction	ompany's contact representative to the Division
person at the plant, by telephone _	
·	
	Very truly yours,
	, or wary yours,
	Company Representative
	A COMPANY A CONCREMENTALLY C

MP 601.03.50 SUPERCEDES: JULY 2020 REVISED: DECEMBER 2020 ATTACHMENT 7 PAGE 1 OF 1

# WVDOH District Master QCP Approval Letter \*\*\* EXAMPLE \*\*\* WVDOH LETTERHEAD

ACME Company 20 First St. Somewhere, WV #####

RE: <u>PCC Field</u> or <u>PCC Plant</u> (whichever is applicable) QC Plan

Project CID#: #######

Fed/State Project #: NHPP- ## - ####-##

Description: Falling Slide County: XXXXXXX P/S Code: (If a Plant)

Dear Sir,

Your request to use Master Quality Control Plan (M# - ######) for PCC Plant or PCC Field (whichever is applicable) on the project referenced above, has been reviewed and found to be acceptable for the following items:

- All WVDOH approved designs and classes of PCC controlled by this QCP listed below:
- Class B Class B modified Class K etc.

As work progresses throughout this project an addendum(s) may be required to this QCP to keep the QC program current. Please use M# - ###### when corresponding about this QC Plan. Also note that personnel may be required to show proof of certification for testing. Please make sure that all appropriate personnel have a copy of this plan in their possession.

For Division Reference: The Master Quality Control Plan can be reviewed in ProjectWise at the folder shown below:

Vame touler reasons

WVDOT ORG>D0#>year>MASTER QC PLANS>Contractors or Plant>Company >folder>Name of file (i.e.: 2016 04 05 M#160001 PCC Plant QCP)



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2022 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). PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): 513-867-3822 Oldcastle.certs@LibertvMutual.com INSURER(S) AFFORDING COVERAGE NAIC# www.LibertyMutual.com INSURER A: Liberty Mutual Fire Insurance Company 23035 INSURED INSURER B: Central Supply Company of WV (224-BRI) 4923 Benedum Drive INSURER C: Bridgeport, WV 26330 INSURER D : INSURER E : INSURER F **COVERAGES CERTIFICATE NUMBER: 63335732 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. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER **COMMERCIAL GENERAL LIABILITY** Α TB2-C81-004095-111 9/1/2021 9/1/2022 EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED
PREMISES (Ea occurrence) CLAIMS-MADE ✓ OCCUR \$300,000 XCU Coverage Included Primary/Non-Contributory MED EXP (Any one person) \$50,000 √ Separation of Insured PERSONAL & ADV INJURY \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: \$2,000,000 GENERAL AGGREGATE POLICY V PRO-PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT AS2-C81-004095-121 9/1/2021 9/1/2022 \$2,000,000 (Ea accident) ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY AS2-C81-054502-521 9/1/2021 9/1/2022 SCHEDULED **BODILY INJURY (Per accident)** \$ AUTOS NON-OWNED AUTOS ONLY Physical Damage only: HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) \$ Comprehensive Ded \$10,000 \$ Collision Ded \$10,000 UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ \$ WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT N/A ICER/MEMBEREXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE State of West Virginia THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN 1900 Kanawha Blvd East Bldg 5 ACCORDANCE WITH THE POLICY PROVISIONS. Charleston, WV 25305 AUTHORIZED REPRESENTATIVE Value & Ruce

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Valerie Reece

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:
Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more.
Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, award, in a form acceptable to the Agency.
] WEST VIRGINIA CONTRACTOR'S LICENSE
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to worker's compensation, shall maintain worker's compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount <u>determined</u> per the method detailed in the attached contract <u>Specifications</u> . This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency-that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
OM AL16 revised 7/12/2021 8



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/10/2022

03/10/2022 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). CONTACT NAME: PRODUCER Jennifer Drake PHONE (A/C, No, Ext): E-MAIL ; Mountain State Insurance Agency (304) 720-2000 (304) 720-2002 FAX (A/C, No): 1206 Kanawha Blvd. E. jdrake@mountainstateinsurance.com ADDRESS: Suite 100 INSURER(S) AFFORDING COVERAGE NAIC # Charleston WV 25301-2949 SummitPoint Insurance Company 15136 INSURER A: INSURED Argonaut Insurance Company 19860 INSURER B: Central Supply Company of West Virginia INSURER C 4923 Benedum Dr INSURER D : INSURER E : Bridgeport WV 26330 INSURER F REVISION NUMBER: 210830 Argo Correction **COVERAGES** CERTIFICATE NUMBER: 21 22 Central Supply 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 ADDLISUBR POLICY EFF POLICY EXP LIMITS TYPE OF INSURANCE POLICY NUMBER INSD WVD COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE OCCUR \$ MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ PRO-JECT POLICY Loc PRODUCTS - COMP/OP AGG \$ \$ OTHER AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$ ANYAUTO \$ BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTOS ONLY AUTOS ONLY \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION WV Code 23-4-2 ➤ PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below 1.000.000 E.L. EACH ACCIDENT N/A WCS3001197 09/01/2021 09/01/2022 1,000,000 E.L. DISEASE - EA EMPLOYEE 1,000,000 E.L. DISEASE - POLICY LIMIT EL Each Accident 1,000,000 Workers Compenation В WC928788361384 09/01/2021 09/01/2022 EL Disease-EA Employee 1,000,000 Jones Act EL Disease-Policy Limit 1.000.000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER		CANCELLATION
State of West Virginia 1900 Kanawha Blvd East Bldg 5		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1		AUTHORIZED REPRESENTATIVE
Charleston	WV 25305	Supplied

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#### **Additional Named Insureds**

Other Named Insureds	
Appalachian Aggregates LLC	Additional Named Insured
Boxley Aggregate of West Virginia, LLC	Additional Named Insured
Central Concrete Supply LLC	Additional Named Insured
West Virginia Paving, Inc.	Additional Named Insured
Concrete Supply LLC	Additional Named Insured
Generation Paving Inc	Additional Named Insured
J H Rudolph & Co Inc	Additional Named Insured
Materials Transport Inc	Additional Named Insured
Mountain Aggregates Inc	Additional Named Insured
Mountain Enterprises Inc	Additional Named Insured
Mountain Materials Inc	Additional Named Insured
Mulzer Crushed Stone Inc	Additional Named Insured
Shamblin Stone Inc	Additional Named Insured
Southern West Virginia Asphalt Inc	Additional Named Insured
Southern West Virginia Paving Inc	Additional Named Insured
W-L Construction & Paving Inc	Additional Named Insured

			Central			
D-1	Bidder, enter your name in the block		Supply			
	above for each county bid:		Company			
	COUNTY:	BOONE	CLAY	KANAWHA	MASON	PUTNAM
Item	Item Description	UNIT COST				
1-01	Class A Concrete 2-2.99 CY	NO BID	410.00	NO BID	NO BID	NO BID
1-02	Class A Concrete 3-3.99 CY	NO BID	345.00	NO BID	NO BID	NO BID
1-03	Class A Concrete 4-4.99 CY	NO BID	280.00	NO BID	NO BID	NO BID
1-04 1-05	Class A Concrete 5 CY & OVR Class B Concrete 2-2.99 CY	NO BID NO BID	215.00 418.50	NO BID NO BID	NO BID NO BID	NO BID NO BID
1-06	Class B Concrete 3-3.99 CY	NO BID	353.50	NO BID	NO BID	NO BID
1-07	Class B Concrete 4-4.99 CY	NO BID	288.50	NO BID	NO BID	NO BID
1-08	Class B Concrete 5 CY & OVR	NO BID	223.50	NO BID	NO BID	NO BID
1-09	Class C Concrete 2-2.99 CY	NO BID				
1-10 1-11	Class C Concrete 3-3.99 CY Class C Concrete 4-4.99 CY	NO BID NO BID				
1-11	Class C Concrete 5 CY & OVR	NO BID				
1-13	Class D Concrete 2-2.99 CY	NO BID				
1-14	Class D Concrete 3-3.99 CY	NO BID				
1-15	Class D Concrete 4-4.99 CY	NO BID				
1-16 1-17	Class D Concrete 5 CY & OVR	NO BID	NO BID	NO BID	NO BID	NO BID NO BID
1-17	Class H Concrete 2-2.99 CY Class H Concrete 3-3.99 CY	NO BID NO BID	492.75 427.75	NO BID NO BID	NO BID NO BID	NO BID
1-19	Class H Concrete 4-4.99 CY	NO BID	362.75	NO BID	NO BID	NO BID
1-20	Class H Concrete 5 CY & OVR	NO BID	297.75	NO BID	NO BID	NO BID
1-21	Class K Concrete 2-2.99 CY	NO BID	428.25	NO BID	NO BID	NO BID
1-22	Class K Concrete 3-3.99 CY	NO BID	363.25	NO BID	NO BID	NO BID
1-23 1-24	Class K Concrete 4-4.99 CY	NO BID	298.25	NO BID	NO BID	NO BID
1-24	Class K Concrete 5 CY & OVR Mod Class K Concrete 2-2.99CY	NO BID NO BID	233.25 505.50	NO BID NO BID	NO BID NO BID	NO BID NO BID
1-26	Mod Class K Concrete 2-2.79C1  Mod Class K Concrete 3-3.99CY	NO BID	440.50	NO BID	NO BID	NO BID
1-27	Mod Class K Concrete 4-4.99CY	NO BID	375.50	NO BID	NO BID	NO BID
1-28	Mod Class K Concrete 5 CY & OVR	NO BID	310.50	NO BID	NO BID	NO BID
1-29	CLSM Type A 2-2.99 CY	NO BID				
1-30 1-31	CLSM Type A 3-3.99 CY CLSM Type A 4-4.99 CY	NO BID NO BID				
1-31	CLSM Type A 5-5.99 CY	NO BID				
1-33	CLSM Type B 2-2.99 CY	NO BID	374.25	NO BID	NO BID	NO BID
1-34	CLSM Type B 3-3.99 CY	NO BID	309.25	NO BID	NO BID	NO BID
1-35	CLSM Type B 4-4.99 CY	NO BID	244.25	NO BID	NO BID	NO BID
1-36	CLSM Type B 5 CY & OVR	NO BID	179.25	NO BID	NO BID	NO BID
1-37 1-38	CLSM Type C 2-2.99 CY CLSM Type C 3-3.99 CY	NO BID NO BID	413.25 348.25	NO BID NO BID	NO BID NO BID	NO BID NO BID
1-39	CLSM Type C 4-4.99 CY	NO BID	283.25	NO BID	NO BID	NO BID
1-40	CLSM Type C 5 CY & OVR	NO BID	218.25	NO BID	NO BID	NO BID
1-41	Option A CY over 5 miles	NO BID				
1-42	Option B TL over 5 miles	NO BID	9.80	NO BID	NO BID	NO BID
1-43 1-44	Prov Class B using Sil Sand Chg increased cement per CY	NO BID	NO BID 15.00	NO BID NO BID	NO BID	NO BID NO BID
1-44	Water-reducing set retarder per CY	NO BID NO BID	10.00	NO BID	NO BID NO BID	NO BID
1-46	Water reducer per CY	NO BID	8.50	NO BID	NO BID	NO BID
1-47	Calcium chloride per OZ	NO BID	0.10	NO BID	NO BID	NO BID
1-48	Non-calcium chloride per OZ	NO BID	0.20	NO BID	NO BID	NO BID
1-49	Super plasticizer per CY	NO BID	8.50	NO BID	NO BID	NO BID
1-50 1-51	Fiber per CY Heated Concrete per CY	NO BID NO BID	10.00 8.95	NO BID NO BID	NO BID NO BID	NO BID NO BID
1-51	Ice per Pound	NO BID	1.00	NO BID	NO BID	NO BID
1-53	Cement transported by Vendor per CY	NO BID				
1-54	Cement transported by DOH per CY	NO BID				
1-55	Penalty Charge per Truck Minute	NO BID	2.50	NO BID	NO BID	NO BID
Source/P	rovider/Plant Name(S), City, (& Plant					
	if avail.) (Additional details for each plant		Gassaway /			
	be provided by the Vendor on ATT B.)		Summersville			
511411 4150	respectively and remain outfill Bij					

D-2	Bidder, enter your name in the block above for each county bid:					
	COUNTY:	CABELL	LINCOLN	LOGAN	MINGO	WAYNE
Item	Item Description	UNIT COST				
2-01	Class A Concrete 2-2.99 CY	NO BID				
2-02	Class A Concrete 3-3.99 CY	NO BID				
2-03 2-04	Class A Concrete 4-4.99 CY Class A Concrete 5 CY & OVR	NO BID NO BID				
2-05	Class B Concrete 2-2.99 CY	NO BID				
2-06	Class B Concrete 3-3.99 CY	NO BID				
2-07	Class B Concrete 4-4.99 CY	NO BID				
2-08 2-09	Class B Concrete 5 CY & OVR Class C Concrete 2-2.99 CY	NO BID NO BID				
2-10	Class C Concrete 2-2.99 CY	NO BID				
2-11	Class C Concrete 4-4.99 CY	NO BID				
2-12	Class C Concrete 5 CY & OVR	NO BID				
2-13	Class D Concrete 2-2.99 CY	NO BID				
2-14 2-15	Class D Concrete 3-3.99 CY Class D Concrete 4-4.99 CY	NO BID NO BID				
2-15	Class D Concrete 5 CY & OVR	NO BID				
2-17	Class H Concrete 2-2.99 CY	NO BID				
2-18	Class H Concrete 3-3.99 CY	NO BID				
2-19	Class H Concrete 4-4.99 CY	NO BID				
2-20 2-21	Class H Concrete 5 CY & OVR	NO BID				
2-21	Class K Concrete 2-2.99 CY Class K Concrete 3-3.99 CY	NO BID NO BID				
2-23	Class K Concrete 4-4.99 CY	NO BID				
2-24	Class K Concrete 5 CY & OVR	NO BID				
2-25	Mod Class K Concrete 2-2.99CY	NO BID				
2-26 2-27	Mod Class K Concrete 3-3.99CY	NO BID				
2-27	Mod Class K Concrete 4-4.99CY Mod Class K Concrete 5 CY & OVR	NO BID NO BID				
2-29	CLSM Type A 2-2.99 CY	NO BID				
2-30	CLSM Type A 3-3.99 CY	NO BID				
2-31	CLSM Type A 4-4.99 CY	NO BID				
2-32	CLSM Type A 5-5.99 CY	NO BID				
2-33 2-34	CLSM Type B 2-2.99 CY CLSM Type B 3-3.99 CY	NO BID NO BID				
2-34	CLSM Type B 3-3.49 CT	NO BID				
2-36	CLSM Type B 5 CY & OVR	NO BID				
2-37	CLSM Type C 2-2.99 CY	NO BID				
2-38	CLSM Type C 3-3.99 CY	NO BID				
2-39 2-40	CLSM Type C 4-4.99 CY CLSM Type C 5 CY & OVR	NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID
2-40	Option A CY over 5 miles	NO BID NO BID	NO BID	NO BID	NO BID	NO BID
2-42	Option B TL over 5 miles	NO BID				
2-43	Prov Class B using Sil Sand	NO BID				
2-44	Chg increased cement per CY	NO BID				
2-45 2-46	Water-reducing set retarder per CY Water reducer per CY	NO BID	NO BID	NO BID NO BID	NO BID NO BID	NO BID
2-40	Calcium chloride per OZ	NO BID NO BID	NO BID NO BID	NO BID	NO BID	NO BID NO BID
2-48	Non-calcium chloride per OZ	NO BID				
2-49	Super plasticizer per CY	NO BID				
2-50	Fiber per CY	NO BID				
2-51 2-52	Heated Concrete per CY Ice per Pound	NO BID NO BID				
2-53	Cement transported by Vendor per CY	NO BID				
2-54	Cement transported by DOH per CY	NO BID				
2-55	Penalty Charge per Truck Minute	NO BID				
Certif. #	Provider/Plant Name(S), City, (& Plant if avail.) (Additional details for each plant be provided by the Vendor on ATT B.)					

ATT A Attachment A Pricing Pages READY MIX. Items \*01 thru \*40 shall include delivery within five (5) miles of Vendors Plant.

		Central		Central	Central	Central	Central	Central
D-3	Bidder, enter your name in the block	Supply		Supply	Supply	Supply	Supply	Supply
<b>-</b> 3	above for each county bid:	Company		Company	Company	Company	Company	Company
	COUNTY:	CALHOUN	JACKSON	PLEASANTS	RITCHIE	ROANE	WIRT	WOOD
Item	Item Description	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
3-01	Class A Concrete 2-2.99 CY	410.00	NO BID	368.00	368.00	410.00	368.00	368.00
3-02	Class A Concrete 3-3.99 CY	345.00	NO BID	303.00	303.00	345.00	303.00	303.00
3-03	Class A Concrete 4-4.99 CY	280.00	NO BID	238.00	238.00	280.00	238.00	238.00
3-04 3-05	Class A Concrete 5 CY & OVR Class B Concrete 2-2.99 CY	215.00 418.50	NO BID NO BID	173.00 351.00	173.00 351.00	215.00 361.00	173.00 351.00	173.00 351.00
3-05	Class B Concrete 2-2.99 CY	353.50	NO BID	286.00	286.00	296.00	286.00	286.00
3-07	Class B Concrete 4-4.99 CY	288.50	NO BID	221.00	221.00	231.00	221.00	221.00
3-08	Class B Concrete 5 CY & OVR	223.50	NO BID	156.00	156.00	166.00	156.00	156.00
3-09	Class C Concrete 2-2.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
3-10 3-11	Class C Concrete 3-3.99 CY Class C Concrete 4-4.99 CY	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID
3-11	Class C Concrete 5 CY & OVR	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
3-13	Class D Concrete 2-2.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
3-14	Class D Concrete 3-3.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
3-15	Class D Concrete 4-4.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
3-16 3-17	Class D Concrete 5 CY & OVR Class H Concrete 2-2.99 CY	NO BID 542.75	NO BID NO BID	NO BID 482.75	NO BID 414.75	NO BID 414.75	NO BID 414.75	NO BID 414.75
3-17	Class H Concrete 2-2.99 CY	477.75	NO BID	417.75	349.75	349.75	349.75	349.75
3-19	Class H Concrete 4-4.99 CY	412.75	NO BID	352.75	284.75	284.75	284.75	284.75
3-20	Class H Concrete 5 CY & OVR	347.75	NO BID	287.75	219.75	219.75	219.75	219.75
3-21	Class K Concrete 2-2.99 CY	428.25	NO BID	362.25	362.25	372.25	362.25	362.25
3-22 3-23	Class K Concrete 3-3.99 CY Class K Concrete 4-4.99 CY	363.25 298.25	NO BID NO BID	297.25 232.25	297.25 232.25	307.25 242.25	297.25 232.25	297.25 232.25
3-23	Class K Concrete 4-4.99 C I	233.25	NO BID	167.25	167.25	177.25	167.25	167.25
3-25	Mod Class K Concrete 2-2.99CY	505.50	NO BID	505.50	505.50	505.50	505.50	505.50
3-26	Mod Class K Concrete 3-3.99CY	440.50	NO BID	440.50	440.50	440.50	440.50	440.50
3-27	Mod Class K Concrete 4-4.99CY	375.50	NO BID	375.50	375.50	375.50	375.50	375.50
3-28 3-29	Mod Class K Concrete 5 CY & OVR	310.50	NO BID	310.50	310.50	310.50	310.50	310.50
3-29	CLSM Type A 2-2.99 CY CLSM Type A 3-3.99 CY	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID
3-31	CLSM Type A 4-4.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
3-32	CLSM Type A 5-5.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
3-33	CLSM Type B 2-2.99 CY	374.25	NO BID	326.25	326.25	336.25	326.25	326.25
3-34	CLSM Type B 3-3.99 CY	309.25	NO BID	261.25	261.25	271.25	261.25	261.25
3-35 3-36	CLSM Type B 4-4.99 CY CLSM Type B 5 CY & OVR	244.25 179.25	NO BID NO BID	196.25 131.25	196.25 131.25	206.25 141.25	196.25 131.25	196.25 131.25
3-37	CLSM Type B 3 C 1 & OVR	413.25	NO BID	339.75	339.75	349.75	344.75	344.75
3-38	CLSM Type C 3-3.99 CY	348.25	NO BID	274.75	274.75	284.75	279.75	279.75
3-39	CLSM Type C 4-4.99 CY	283.25	NO BID	209.75	209.75	219.75	214.75	214.75
3-40	CLSM Type C 5 CY & OVR	218.25	NO BID	144.75	144.75	154.75	149.75	149.75
3-41 3-42	Option A CY over 5 miles Option B TL over 5 miles	NO BID 9.80	NO BID NO BID	NO BID 8.80	NO BID 8.80	NO BID 8.80	NO BID 8.80	NO BID 8.80
3-42	Prov Class B using Sil Sand	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
3-44	Chg increased cement per CY	15.00	NO BID	15.00	15.00	15.00	15.00	15.00
3-45	Water-reducing set retarder per CY	10.00	NO BID	10.00	10.00	10.00	10.00	10.00
3-46	Water reducer per CY	8.50	NO BID	8.50	8.50	8.50	8.50	8.50
3-47	Calcium chloride per OZ Non-calcium chloride per OZ	0.10	NO BID	0.10	0.10	0.10	0.10	0.10
3-48 3-49	Super plasticizer per CY	0.20 8.50	NO BID NO BID	0.20 8.50	0.20 8.50	0.20 8.50	0.20 8.50	0.20 8.50
3-50	Fiber per CY	10.00	NO BID	10.00	10.00	10.00	10.00	10.00
3-51	Heated Concrete per CY	8.95	NO BID	8.95	8.95	8.95	8.95	8.95
3-52	Ice per Pound	1.00	NO BID	1.00	1.00	1.00	1.00	1.00
3-53	Cement transported by Vendor per CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
3-54 3-55	Cement transported by DOH per CY Penalty Charge per Truck Minute	NO BID 2.50	NO BID NO BID	NO BID 2.50	NO BID 2.50	NO BID 2.50	NO BID 2.50	NO BID 2.50
3-33	Trenaity Charge per Truck Windute	2.30	NO BID	2.30	2.30	2.30	2.30	2.30
Certif. #	rovider/Plant Name(S), City, (& Plant if avail.) (Additional details for each plant	Glenville / Pennsboro /		Pennsboro	Pennsboro / Glenville /	Pennsboro / Glenville /	Pennsboro	Pennsboro
shall also	be provided by the Vendor on ATT B.)	Gassaway			Saltwell	Gassaway		

			Central	Central		Central	Central
D-4	Bidder, enter your name in the block	Central Supply	Supply	Supply	Central Supply	Supply	Supply
	above for each county bid:	Company	Company	Company	Company	Company	Company
	COUNTY:	DODDRIDGE	HARRISON	MARION	MONONGALIA	PRESTON	TAYLOR
Item	Item Description	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
4-01	Class A Concrete 2-2.99 CY	368.00	363.00	363.00	368.00	368.00	363.00
4-02	Class A Concrete 3-3.99 CY	303.00	298.00	298.00	303.00	303.00	298.00
4-03	Class A Concrete 4-4.99 CY	238.00	233.00	233.00	238.00	238.00	233.00
4-04	Class A Concrete 5 CY & OVR	173.00	168.00	168.00	173.00	173.00	168.00
4-05	Class B Concrete 2-2.99 CY Class B Concrete 3-3.99 CY	351.00	350.50	350.50	355.50 290.50	355.50	350.50
4-06 4-07	Class B Concrete 3-3.99 C Y	286.00 221.00	285.50 220.50	285.50 220.50	290.30	290.50 225.50	285.50 220.50
4-08	Class B Concrete 5 CY & OVR	156.00	155.50	155.50	160.50	160.50	155.50
4-09	Class C Concrete 2-2.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4-10	Class C Concrete 3-3.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4-11	Class C Concrete 4-4.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4-12	Class C Concrete 5 CY & OVR	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4-13	Class D Concrete 2-2.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4-14 4-15	Class D Concrete 3-3.99 CY Class D Concrete 4-4.99 CY	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID
4-15	Class D Concrete 4-4.99 C Y Class D Concrete 5 CY & OVR	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4-10	Class H Concrete 2-2.99 CY	424.75	430.75	430.75	442.75	442.75	430.75
4-17	Class H Concrete 3-3.99 CY	359.75	365.75	365.75	377.75	377.75	365.75
4-19	Class H Concrete 4-4.99 CY	294.75	300.75	300.75	312.75	312.75	300.75
4-20	Class H Concrete 5 CY & OVR	229.75	235.75	235.75	247.75	247.75	235.75
4-21	Class K Concrete 2-2.99 CY	362.25	358.25	358.25	363.25	363.25	358.25
4-22	Class K Concrete 3-3.99 CY	297.25	293.25	293.25	298.25	298.25	293.25
4-23	Class K Concrete 4-4.99 CY	232.25	228.25	228.25	233.25	233.25	228.25
4-24	Class K Concrete 5 CY & OVR	167.25	163.25	163.25	168.25	168.25	163.25
4-25 4-26	Mod Class K Concrete 2-2.99CY Mod Class K Concrete 3-3.99CY	505.50 440.50	447.50 382.50	447.50 382.50	447.50 382.50	447.50 382.50	447.50 382.50
4-27	Mod Class K Concrete 4-4.99CY	375.50	317.50	317.50	317.50	317.50	317.50
4-28	Mod Class K Concrete 5 CY & OVR	310.50		252.50	252.50	252.50	252.50
4-29	CLSM Type A 2-2.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4-30	CLSM Type A 3-3.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4-31	CLSM Type A 4-4.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4-32	CLSM Type A 5-5.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4-33 4-34	CLSM Type B 2-2.99 CY	326.25 261.25	324.25 259.25	324.25	330.25 265.25	330.25	324.25 259.25
4-34	CLSM Type B 3-3.99 CY CLSM Type B 4-4.99 CY	261.25 196.25	194.25	259.25 194.25	200.25	265.25 200.25	194.25
4-36	CLSM Type B 4-4.99 C1 CLSM Type B 5 CY & OVR	131.25	129.25	129.25	135.25	135.25	129.25
4-37	CLSM Type C 2-2.99 CY	343.25	343.25	343.25	351.25	351.25	343.25
4-38	CLSM Type C 3-3.99 CY	278.25	278.25	278.25	286.25	286.25	278.25
4-39	CLSM Type C 4-4.99 CY	213.25	213.25	213.25	221.25	221.25	213.25
4-40	CLSM Type C 5 CY & OVR	148.25	148.25	148.25	156.25	156.25	148.25
4-41	Option A CY over 5 miles	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4-42 4-43	Option B TL over 5 miles Prov Class B using Sil Sand	NO BID	NO BID	8.80 NO BID	NO BID	NO BID	NO BID
4-43	Chg increased cement per CY	15.00	15.00	15.00	15.00	15.00	15.00
4-44	Water-reducing set retarder per CY	10.00	10.00	10.00	10.00	10.00	10.00
4-46	Water reducer per CY	8.50	8.50	8.50	8.50	8.50	8.50
4-47	Calcium chloride per OZ	0.10	0.10	0.10	0.10	0.10	0.10
4-48	Non-calcium chloride per OZ	0.20	0.20	0.20	0.20	0.20	0.20
4-49	Super plasticizer per CY	8.50	8.50	8.50	8.50	8.50	8.50
4-50	Fiber per CY	10.00	10.00	10.00	10.00	10.00	10.00
4-51	Heated Concrete per CY	8.95	8.95	8.95	8.95	8.95	8.95
4-52	Ice per Pound	NO BID		1.00	1.00	1.00	1.00
4-53 4-54	Cement transported by Vendor per CY Cement transported by DOH per CY	NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID
4-54	Penalty Charge per Truck Minute	2.50		2.50	2.50	2.50	2.50
Source/P	rovider/Plant Name(S), City, (& Plant	Pennsboro /	Saltwell /	Saltwell /	Westover /	Westover /	Saltwell /
	if avail.) (Additional details for each plant be provided by the Vendor on ATT B.)	Saltwell	Buckhannon / Westover	Westover	Saltwell	Elkins	Westover

			Central	Central	Central		Central	
D-5	Bidder, enter your name in the block		Supply	Supply	Supply		Supply	
20	above for each county bid:		Company	Company	Company		Company	
	COUNTY:	BERKELEY	GRANT	HAMPSHIRE	HARDY	JEFFERSON	MINERAL	MORGAN
Item	Item Description	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
5-01	Class A Concrete 2-2.99 CY	NO BID	379.00	379.00	379.00	NO BID	379.00	NO BID
5-02	Class A Concrete 3-3.99 CY	NO BID	314.00	314.00	314.00	NO BID	314.00	NO BID
5-03	Class A Concrete 4-4.99 CY	NO BID	249.00	249.00	249.00	NO BID	249.00	NO BID
5-04 5-05	Class A Concrete 5 CY & OVR Class B Concrete 2-2.99 CY	NO BID NO BID	184.00 359.75	184.00 359.75	184.00 359.75	NO BID NO BID	184.00 359.75	NO BID NO BID
5-06	Class B Concrete 3-3.99 CY	NO BID	294.75	294.75	294.75	NO BID	294.75	NO BID
5-07	Class B Concrete 4-4.99 CY	NO BID	229.75	229.75	229.75	NO BID	229.75	NO BID
5-08	Class B Concrete 5 CY & OVR	NO BID	164.75	164.75	164.75	NO BID	164.75	NO BID
5-09 5-10	Class C Concrete 2-2.99 CY Class C Concrete 3-3.99 CY	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID
5-11	Class C Concrete 4-4.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
5-12	Class C Concrete 5 CY & OVR	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
5-13	Class D Concrete 2-2.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
5-14 5-15	Class D Concrete 3-3.99 CY Class D Concrete 4-4.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
5-15	Class D Concrete 4-4.99 C Y Class D Concrete 5 CY & OVR	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID
5-17	Class H Concrete 2-2.99 CY	NO BID	437.75	437.75	437.75	NO BID	437.75	NO BID
5-18	Class H Concrete 3-3.99 CY	NO BID	372.75	372.75	372.75	NO BID	372.75	NO BID
5-19	Class H Concrete 4-4.99 CY	NO BID	307.75	307.75	307.75	NO BID	307.75	NO BID
5-20 5-21	Class H Concrete 5 CY & OVR Class K Concrete 2-2.99 CY	NO BID NO BID	242.75 370.75	242.75 370.75	242.75 370.75	NO BID NO BID	242.75 370.75	NO BID NO BID
5-21	Class K Concrete 3-3.99 CY	NO BID	305.75	305.75	305.75	NO BID	305.75	NO BID
5-23	Class K Concrete 4-4.99 CY	NO BID	240.75	240.75	240.75	NO BID	240.75	NO BID
5-24	Class K Concrete 5 CY & OVR	NO BID	175.75	175.75	175.75	NO BID	175.75	NO BID
5-25	Mod Class K Concrete 2-2.99CY	NO BID	462.50	462.50	462.50	NO BID	462.50	NO BID
5-26 5-27	Mod Class K Concrete 3-3.99CY Mod Class K Concrete 4-4.99CY	NO BID NO BID	397.50 332.50	397.50 332.50	397.50 332.50	NO BID NO BID	397.50 332.50	NO BID NO BID
5-28	Mod Class K Concrete 5 CY & OVR	NO BID	267.50	267.50	267.50	NO BID	267.50	NO BID
5-29	CLSM Type A 2-2.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
5-30	CLSM Type A 3-3.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
5-31 5-32	CLSM Type A 4-4.99 CY CLSM Type A 5-5.99 CY	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID
5-33	CLSM Type B 2-2.99 CY	NO BID	350.25	350.25	350.25	NO BID	350.25	NO BID
5-34	CLSM Type B 3-3.99 CY	NO BID	285.25	285.25	285.25	NO BID	285.25	NO BID
5-35	CLSM Type B 4-4.99 CY	NO BID	220.25	220.25	220.25	NO BID	220.25	NO BID
5-36	CLSM Type B 5 CY & OVR	NO BID	155.25	155.25	155.25	NO BID	155.25	NO BID
5-37 5-38	CLSM Type C 2-2.99 CY CLSM Type C 3-3.99 CY	NO BID NO BID	365.75 300.75	365.75 300.75	365.75 300.75	NO BID NO BID	365.75 300.75	NO BID NO BID
5-39	CLSM Type C 4-4.99 CY	NO BID	235.75	235.75	235.75	NO BID	235.75	NO BID
5-40	CLSM Type C 5 CY & OVR	NO BID	170.75	170.75	170.75	NO BID	170.75	NO BID
5-41	Option A CY over 5 miles	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
5-42 5-43	Option B TL over 5 miles Prov Class B using Sil Sand	NO BID NO BID	NO BID	8.80 NO BID	NO BID	NO BID NO BID	NO BID	NO BID NO BID
5-44	Chg increased cement per CY	NO BID	15.00	15.00	15.00	NO BID	15.00	NO BID
5-45	Water-reducing set retarder per CY	NO BID	10.00	10.00	10.00	NO BID	10.00	NO BID
5-46	Water reducer per CY	NO BID	8.50	8.50	8.50	NO BID	8.50	NO BID
5-47	Calcium chloride per OZ Non-calcium chloride per OZ	NO BID	0.10	0.10	0.10	NO BID	0.10	NO BID
5-48 5-49	Super plasticizer per CY	NO BID NO BID	0.20 8.50	0.20 8.50	0.20 8.50	NO BID NO BID	0.20 8.50	NO BID NO BID
5-50	Fiber per CY	NO BID	10.00	10.00	10.00	NO BID	10.00	NO BID
5-51	Heated Concrete per CY	NO BID	8.95	8.95	8.95	NO BID	8.95	NO BID
5-52	Ice per Pound	NO BID	1.00	1.00	1.00	NO BID	1.00	NO BID
5-53 5-54	Cement transported by Vendor per CY Cement transported by DOH per CY	NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID
5-55	Penalty Charge per Truck Minute	NO BID NO BID	2.50	2.50	2.50	NO BID	2.50	NO BID
						- 10 - 1		
Certif. # i	rovider/Plant Name(S), City, (& Plant if avail.) (Additional details for each plant be provided by the Vendor, on ATT P.)		Elkins / Parsons	Elkins	Elkins		Elkins	
snan aiso	be provided by the Vendor on ATT B.)							

				Central		Central	Central
D-6	Bidder, enter your name in the block			Supply		Supply	Supply
	above for each county bid:			Company		Company	Company
	COUNTY:	BROOKE	HANCOCK	MARSHALL	OHIO	TYLER	WETZEL
Item	Item Description	UNIT COST					
6-01	Class A Concrete 2-2.99 CY	NO BID	NO BID	379.75	NO BID	368.00	374.75
6-02	Class A Concrete 3-3.99 CY	NO BID	NO BID	314.75	NO BID	303.00	309.75
6-03	Class A Concrete 4-4.99 CY	NO BID	NO BID	249.75	NO BID	238.00	244.75
6-04 6-05	Class A Concrete 5 CY & OVR Class B Concrete 2-2.99 CY	NO BID NO BID	NO BID NO BID	184.75 367.75	NO BID NO BID	173.00 351.00	179.75 362.75
6-06	Class B Concrete 3-3.99 CY	NO BID	NO BID	302.75	NO BID	286.00	297.75
6-07	Class B Concrete 4-4.99 CY	NO BID	NO BID	237.75	NO BID	221.00	232.75
6-08	Class B Concrete 5 CY & OVR	NO BID	NO BID	172.75	NO BID	156.00	167.75
6-09	Class C Concrete 2-2.99 CY	NO BID	NO BID	NO BID NO BID	NO BID	NO BID	NO BID
6-10 6-11	Class C Concrete 3-3.99 CY Class C Concrete 4-4.99 CY	NO BID NO BID	NO BID NO BID	NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID
6-12	Class C Concrete 5 CY & OVR	NO BID					
6-13	Class D Concrete 2-2.99 CY	NO BID					
6-14	Class D Concrete 3-3.99 CY	NO BID					
6-15	Class D Concrete 4-4.99 CY	NO BID					
6-16 6-17	Class D Concrete 5 CY & OVR Class H Concrete 2-2.99 CY	NO BID NO BID	NO BID NO BID	NO BID 505.75	NO BID NO BID	NO BID 414.75	NO BID 500.75
6-18	Class H Concrete 3-3.99 CY	NO BID	NO BID	440.75	NO BID	349.75	435.75
6-19	Class H Concrete 4-4.99 CY	NO BID	NO BID	375.75	NO BID	284.75	370.75
6-20	Class H Concrete 5 CY & OVR	NO BID	NO BID	310.75	NO BID	219.75	305.75
6-21	Class K Concrete 2-2.99 CY	NO BID	NO BID	375.75	NO BID	362.25	370.75
6-22 6-23	Class K Concrete 3-3.99 CY	NO BID	NO BID	310.75 245.75	NO BID NO BID	297.25 232.25	305.75 240.75
6-24	Class K Concrete 4-4.99 CY Class K Concrete 5 CY & OVR	NO BID NO BID	NO BID NO BID	180.75	NO BID	167.25	175.75
6-25	Mod Class K Concrete 2-2.99CY	NO BID	NO BID	456.75	NO BID	505.50	505.50
6-26	Mod Class K Concrete 3-3.99CY	NO BID	NO BID	391.75	NO BID	440.50	440.50
6-27	Mod Class K Concrete 4-4.99CY	NO BID	NO BID	326.75	NO BID	375.50	375.50
6-28	Mod Class K Concrete 5 CY & OVR	NO BID	NO BID	261.75	NO BID	310.50	310.50
6-29 6-30	CLSM Type A 2-2.99 CY CLSM Type A 3-3.99 CY	NO BID NO BID					
6-31	CLSM Type A 4-4.99 CY	NO BID					
6-32	CLSM Type A 5-5.99 CY	NO BID					
6-33	CLSM Type B 2-2.99 CY	NO BID	NO BID	341.75	NO BID	326.25	341.75
6-34	CLSM Type B 3-3.99 CY	NO BID	NO BID	276.75	NO BID	261.25	276.75
6-35	CLSM Type B 4-4.99 CY CLSM Type B 5 CY & OVR	NO BID	NO BID	211.75	NO BID	196.25	211.75
6-36 6-37	CLSM Type C 2-2.99 CY	NO BID NO BID	NO BID NO BID	146.75 363.75	NO BID NO BID	131.25 339.75	146.75 363.75
6-38	CLSM Type C 3-3.99 CY	NO BID	NO BID	298.75	NO BID	274.75	298.75
6-39	CLSM Type C 4-4.99 CY	NO BID	NO BID	233.75	NO BID	209.75	233.75
6-40	CLSM Type C 5 CY & OVR	NO BID	NO BID	168.75	NO BID	144.75	168.75
6-41	Option A CY over 5 miles	NO BID					
6-42 6-43	Option B TL over 5 miles Prov Class B using Sil Sand	NO BID NO BID	NO BID NO BID	10.80 NO BID	NO BID NO BID	NO BID	10.80 NO BID
6-44	Chg increased cement per CY	NO BID	NO BID	15.00	NO BID	15.00	15.00
6-45	Water-reducing set retarder per CY	NO BID	NO BID	10.00	NO BID	10.00	10.00
6-46	Water reducer per CY	NO BID	NO BID	8.50	NO BID	8.50	8.50
6-47	Calcium chloride per OZ	NO BID	NO BID	0.10	NO BID	0.10	
6-48	Non-calcium chloride per OZ	NO BID	NO BID	0.20	NO BID	0.20	0.20
6-49	Super plasticizer per CY Fiber per CY	NO BID NO BID	NO BID NO BID	8.50 10.00	NO BID NO BID	8.50 10.00	8.50 10.00
6-51	Heated Concrete per CY	NO BID	NO BID	8.95	NO BID	8.95	8.95
6-52	Ice per Pound	NO BID	NO BID	1.00	NO BID	1.00	
6-53	Cement transported by Vendor per CY	NO BID					
6-54	Cement transported by DOH per CY	NO BID					
6-55	Penalty Charge per Truck Minute	NO BID	NO BID	2.50	NO BID	2.50	2.50
Certif. #	Provider/Plant Name(S), City, (& Plant if avail.) (Additional details for each plant provided on ATT B.)			Westover		Pennsboro	Saltwell / Westover

		Central	Central	Central	Central	Central	Central
D-7	Bidder, enter your name in the block	Supply	Supply	Supply	Supply	Supply	Supply
	above for each county bid:	Company	Company	Company	Company	Company	Company
	COUNTY:	BARBOUR	BRAXTON	GILMER	LEWIS	UPSHUR	WEBSTER
Item	Item Description	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
7-01	Class A Concrete 2-2.99 CY	363.00	410.00	410.00	363.00	379.00	410.00
7-02	Class A Concrete 3-3.99 CY	298.00	345.00	345.00	298.00	314.00	345.00
7-03	Class A Concrete 4-4.99 CY	233.00	280.00	280.00	233.00	249.00	280.00
7-04 7-05	Class A Concrete 5 CY & OVR Class B Concrete 2-2.99 CY	168.00	215.00 385.75	215.00	168.00 350.50	184.00 366.50	215.00 385.75
7-03	Class B Concrete 2-2.99 CY	350.50 285.50	320.75	418.50 353.50	285.50	301.50	320.75
7-07	Class B Concrete 4-4.99 CY	220.50	255.75	288.50	220.50	236.50	255.75
7-08	Class B Concrete 5 CY & OVR	155.50	190.75	223.50	155.50	171.50	190.75
7-09	Class C Concrete 2-2.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
7-10	Class C Concrete 3-3.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
7-11 7-12	Class C Concrete 4-4.99 CY Class C Concrete 5 CY & OVR	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID
7-12	Class D Concrete 2-2.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
7-14	Class D Concrete 3-3.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
7-15	Class D Concrete 4-4.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
7-16	Class D Concrete 5 CY & OVR	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
7-17	Class H Concrete 2-2.99 CY	430.75	492.75	492.75	430.75 365.75	441.75	492.75 427.75
7-18 7-19	Class H Concrete 3-3.99 CY Class H Concrete 4-4.99 CY	365.75 300.75	427.75 362.75	427.75 362.75	300.75	376.75 311.75	362.75
7-19	Class H Concrete 5 CY & OVR	235.75	297.75	297.75	235.75	246.75	297.75
7-21	Class K Concrete 2-2.99 CY	358.25	395.75	428.25	358.25	375.25	395.75
7-22	Class K Concrete 3-3.99 CY	293.25	330.75	363.25	293.25	310.25	330.75
7-23	Class K Concrete 4-4.99 CY	228.25	265.75	298.25	228.25	245.25	265.75
7-24	Class K Concrete 5 CY & OVR	163.25	200.75	233.25	163.25	180.25	200.75
7-25 7-26	Mod Class K Concrete 2-2.99CY Mod Class K Concrete 3-3.99CY	447.50 382.50	505.50 440.50	505.50 440.50	447.50 382.50	465.50 400.50	505.50 440.50
7-27	Mod Class K Concrete 4-4.99CY	317.50	375.50	375.50	317.50	335.50	375.50
7-28	Mod Class K Concrete 5 CY & OVR	252.50	310.50	310.50	252.50	270.50	310.50
7-29	CLSM Type A 2-2.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
7-30	CLSM Type A 3-3.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
7-31 7-32	CLSM Type A 4-4.99 CY CLSM Type A 5-5.99 CY	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID
7-32	CLSM Type B 2-2.99 CY	324.25	374.25	374.25	324.25	349.25	374.75
7-34	CLSM Type B 3-3.99 CY	259.25	309.25	309.25	259.25	284.25	309.75
7-35	CLSM Type B 4-4.99 CY	194.25	244.25	244.25	194.25	219.25	244.75
7-36	CLSM Type B 5 CY & OVR	129.25	179.25	179.25	129.25	154.25	179.75
7-37 7-38	CLSM Type C 2-2.99 CY CLSM Type C 3-3.99 CY	343.25 278.25	380.75 315.75	413.25 348.25	343.25 278.25	361.25 296.25	380.75 315.75
7-38	CLSM Type C 3-3.99 C 1 CLSM Type C 4-4.99 CY	213.25	250.75	283.25	213.25	231.25	250.75
7-40	CLSM Type C 5 CY & OVR	148.25	185.75	218.25	148.25	166.25	185.75
7-41	Option A CY over 5 miles	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
7-42	Option B TL over 5 miles	8.80	8.80	9.80	8.80	9.80	
7-43	Prov Class B using Sil Sand	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
7-44 7-45	Chg increased cement per CY Water-reducing set retarder per CY	15.00 10.00	15.00 10.00	15.00 10.00	15.00 10.00	15.00 10.00	15.00 10.00
7-43	Water reducer per CY	8.50	8.50	8.50	8.50	8.50	8.50
7-47	Calcium chloride per OZ	0.10	0.10	0.10	0.10	0.10	
7-48	Non-calcium chloride per OZ	0.20	0.20	0.20	0.20	0.20	0.20
7-49	Super plasticizer per CY	8.50	8.50	8.50	8.50	8.50	8.50
7-50	Fiber per CY Heated Concrete per CY	10.00	10.00	10.00	10.00	10.00	10.00
7-51 7-52	Ice per Pound	8.95 1.00	8.95 1.00	8.95 1.00	8.95 1.00	8.95 1.00	8.95 1.00
7-53	Cement transported by Vendor per CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
7-54	Cement transported by Volidor per CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
7-55	Penalty Charge per Truck Minute	2.50	2.50	2.50	2.50	2.50	2.50
	Provider/Plant Name(S), City, (& Plant if avail.) (Additional details for each plant	Saltwell / Elkins /	Glenville / Gassaway /	Glenville /	Saltwell /	Buckhannon	Buckhannon
shall be p	provided on ATT B.)	Buckhannon	Summersville	Gassaway	Buckhannon	/ Elkins	Summersville / Gassaway

					Central
D-8	Bidder, enter your name in the block	Central Supply	Central Supply	Central Supply	Supply
<b>D</b> -0	above for each county bid:	Company	Company	Company	Company
	COUNTY:		POCAHONTAS	RANDOLPH	TUCKER
T4					
Item	Item Description	UNIT COST	UNIT COST	UNIT COST	UNIT COST
8-01 8-02	Class A Concrete 2-2.99 CY Class A Concrete 3-3.99 CY	390.75 325.75	390.75 325.75	390.75 325.75	390.75 325.75
8-03	Class A Concrete 3-3.99 C1 Class A Concrete 4-4.99 CY	260.75	260.75	260.75	260.75
8-04	Class A Concrete 5 CY & OVR	195.75	195.75	195.75	195.75
8-05	Class B Concrete 2-2.99 CY	359.75	359.75	359.75	359.75
8-06	Class B Concrete 3-3.99 CY	294.75	294.75	294.75	294.75
8-07	Class B Concrete 4-4.99 CY	229.75	229.75	229.75	229.75
8-08	Class B Concrete 5 CY & OVR	164.75	164.75	164.75	164.75
8-09 8-10	Class C Concrete 2-2.99 CY Class C Concrete 3-3.99 CY	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID
8-11	Class C Concrete 4-4.99 CY	NO BID	NO BID	NO BID	NO BID
8-12	Class C Concrete 5 CY & OVR	NO BID	NO BID	NO BID	NO BID
8-13	Class D Concrete 2-2.99 CY	NO BID	NO BID	NO BID	NO BID
8-14	Class D Concrete 3-3.99 CY	NO BID	NO BID	NO BID	NO BID
8-15	Class D Concrete 4-4.99 CY	NO BID	NO BID	NO BID	NO BID
8-16	Class D Concrete 5 CY & OVR	NO BID	NO BID	NO BID	NO BID
8-17	Class H Concrete 2-2.99 CY	437.75	437.75	437.75	437.75
8-18	Class H Concrete 3-3.99 CY	372.75	372.75	372.75	372.75
8-19	Class H Concrete 4-4.99 CY	307.75	307.75	307.75	307.75
8-20 8-21	Class H Concrete 5 CY & OVR	242.75 370.75	242.75 370.75	242.75	242.75 370.75
8-21	Class K Concrete 2-2.99 CY Class K Concrete 3-3.99 CY	370.75	370.75	370.75 305.75	305.75
8-23	Class K Concrete 4-4.99 CY	240.75	240.75	240.75	240.75
8-24	Class K Concrete 5 CY & OVR	175.75	175.75	175.75	175.75
8-25	Mod Class K Concrete 2-2.99CY	471.75	471.75	471.75	471.75
8-26	Mod Class K Concrete 3-3.99CY	406.75	406.75	406.75	406.75
8-27	Mod Class K Concrete 4-4.99CY	341.75	341.75	341.75	341.75
8-28	Mod Class K Concrete 5 CY & OVR	276.75	276.75	276.75	276.75
8-29	CLSM Type A 2-2.99 CY	NO BID	NO BID	NO BID	NO BID
8-30	CLSM Type A 3-3.99 CY	NO BID	NO BID	NO BID	NO BID
8-31	CLSM Type A 4-4.99 CY	NO BID	NO BID	NO BID	NO BID
8-32 8-33	CLSM Type A 5-5.99 CY	NO BID	NO BID	NO BID	NO BID
8-33	CLSM Type B 2-2.99 CY CLSM Type B 3-3.99 CY	350.25 285.25	350.25 285.25	350.25 285.25	350.25 285.25
8-35	CLSM Type B 3-3.49 CT	220.25	220.25	220.25	220.25
8-36	CLSM Type B 5 CY & OVR	155.25	155.25	155.25	155.25
8-37	CLSM Type C 2-2.99 CY	365.75	365.75	365.75	365.75
8-38	CLSM Type C 3-3.99 CY	300.75	300.75	300.75	300.75
8-39	CLSM Type C 4-4.99 CY	235.75	235.75	235.75	235.75
8-40	CLSM Type C 5 CY & OVR	170.75	170.75		170.75
8-41	Option A CY over 5 miles	NO BID	NO BID	NO BID	NO BID
8-42	Option B TL over 5 miles	8.80	8.80	8.80	8.80
8-43	Prov Class B using Sil Sand	NO BID	NO BID	NO BID	NO BID
8-44	Chg increased cement per CY	15.00	15.00	15.00	15.00
8-45 8-46	Water-reducing set retarder per CY Water reducer per CY	10.00 8.50	10.00 8.50	10.00 8.50	10.00 8.50
8-47	Calcium chloride per OZ	0.10	0.10	0.10	0.10
8-48	Non-calcium chloride per OZ	0.10	0.10	0.10	0.10
8-49	Super plasticizer per CY	8.50	8.50	8.50	8.50
8-50	Fiber per CY	10.00	10.00	10.00	10.00
8-51	Heated Concrete per CY	8.95	8.95	8.95	8.95
8-52	Ice per Pound	1.00	1.00	1.00	1.00
8-53	Cement transported by Vendor per CY	NO BID	NO BID	NO BID	NO BID
8-54	Cement transported by DOH per CY	NO BID	NO BID	NO BID	NO BID
8-55	Penalty Charge per Truck Minute	2.50	2.50	2.50	2.50
Certif. #	rovider/Plant Name(S), City, (& Plant if avail.) (Additional details for each plant provided on ATT B.)	Elkins	Elkins / Lewisburg / Alta	Elkins / Buckhannon / Parsons	Elkins / Parsons

D-9	Bidder, enter your name in the block above for each county bid:	Central Supply Company	Central Supply Company	Central Supply Company	Central Supply Company	Central Supply Company
	COUNTY:	FAYETTE	GREENBRIER	MONROE	NICHOLAS	SUMMERS
Item	Item Description	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
9-01	Class A Concrete 2-2.99 CY	387.75	375.75	375.75	387.75	387.75
9-02	Class A Concrete 3-3.99 CY	322.75	310.75	310.75	322.75	322.75
9-03 9-04	Class A Concrete 4-4.99 CY	257.75	245.75	245.75	257.75 192.75	257.75 192.75
9-04	Class A Concrete 5 CY & OVR Class B Concrete 2-2.99 CY	192.75 370.75	180.75 354.75	180.75 354.75	370.75	370.75
9-06	Class B Concrete 3-3.99 CY	305.75	289.75	289.75	305.75	305.75
9-07	Class B Concrete 4-4.99 CY	240.75	224.75	224.75	240.75	240.75
9-08	Class B Concrete 5 CY & OVR	175.75	159.75	159.75	175.75	175.75
9-09	Class C Concrete 2-2.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID
9-10	Class C Concrete 3-3.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID
9-11	Class C Concrete 4-4.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID
9-12 9-13	Class C Concrete 5 CY & OVR Class D Concrete 2-2.99 CY	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID
9-13	Class D Concrete 3-3.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID
9-15	Class D Concrete 4-4.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID
9-16	Class D Concrete 5 CY & OVR	NO BID	NO BID	NO BID	NO BID	NO BID
9-17	Class H Concrete 2-2.99 CY	456.75	503.75	503.75	456.75	456.75
9-18	Class H Concrete 3-3.99 CY	391.75	438.75	438.75	391.75	391.75
9-19	Class H Concrete 4-4.99 CY	326.75	373.75	373.75	326.75	326.75
9-20	Class H Concrete 5 CY & OVR	261.75	308.75	308.75	261.75	261.75
9-21 9-22	Class K Concrete 2-2.99 CY	385.75	390.75	390.75	385.75	385.75
9-22	Class K Concrete 3-3.99 CY Class K Concrete 4-4.99 CY	320.75 255.75	325.75 260.75	325.75 260.75	320.75 255.75	320.75 255.75
9-23	Class K Concrete 5 CY & OVR	190.75	195.75	195.75	190.75	190.75
9-25	Mod Class K Concrete 2-2.99CY	426.75	402.75	402.75	426.75	426.75
9-26	Mod Class K Concrete 3-3.99CY	361.75	337.75	337.75	361.75	361.75
9-27	Mod Class K Concrete 4-4.99CY	296.75	272.75	272.75	296.75	296.75
9-28	Mod Class K Concrete 5 CY & OVR	231.75	207.75	207.75	231.75	231.75
9-29	CLSM Type A 2-2.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID
9-30	CLSM Type A 3-3.99 CY	NO BID	NO BID	NO BID	NO BID	NO BID
9-31 9-32	CLSM Type A 4-4.99 CY	NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID	NO BID
9-32	CLSM Type A 5-5.99 CY CLSM Type B 2-2.99 CY	NO BID 345.75	327.75	327.75	345.75	NO BID 345.75
9-34	CLSM Type B 2-2.55 CT	280.75	262.75	262.75	280.75	280.75
9-35	CLSM Type B 4-4.99 CY	215.75	197.75	197.75	215.75	215.75
9-36	CLSM Type B 5 CY & OVR	150.75	132.75	132.75	150.75	150.75
9-37	CLSM Type C 2-2.99 CY	366.75	346.75	346.75	366.75	366.75
9-38	CLSM Type C 3-3.99 CY	301.75	281.75	281.75	301.75	301.75
9-39	CLSM Type C 4-4.99 CY	236.75	216.75	216.75	236.75	236.75
9-40 9-41	CLSM Type C 5 CY & OVR Option A CY over 5 miles	171.75 NO BID	151.75	151.75 NO BID	171.75 NO BID	171.75 NO BID
9-41	Option B TL over 5 miles	8.80	NO BID 8.80	9.80	8.80	8.80
9-43	Prov Class B using Sil Sand	NO BID	21.00	21.00	NO BID	NO BID
9-44	Chg increased cement per CY	15.00	15.00	15.00	15.00	15.00
9-45	Water-reducing set retarder per CY	10.00	10.00	10.00	10.00	10.00
9-46	Water reducer per CY	8.50	8.50	8.50	8.50	8.50
9-47	Calcium chloride per OZ	0.10	0.10	0.10	0.10	0.10
9-48 9-49	Non-calcium chloride per OZ Super plasticizer per CY	0.20 8.50	0.20	0.20 8.50	0.20 8.50	0.20
9-49	Fiber per CY	10.00	8.50 10.00	10.00	10.00	8.50 10.00
9-51	Heated Concrete per CY	8.95	8.95	8.95	8.95	8.95
9-52	Ice per Pound	1.00	1.00	1.00	1.00	1.00
9-53	Cement transported by Vendor per CY	NO BID	NO BID	NO BID	NO BID	NO BID
9-54	Cement transported by DOH per CY	NO BID	NO BID	NO BID	NO BID	NO BID
9-55	Penalty Charge per Truck Minute	2.50	2.50	2.50	2.50	2.50
Certif. #	rovider/Plant Name(S), City, (& Plant if avail.) (Additional details for each plant provided on ATT B.)	Mabscott / Summersville	Lewisburg Alta /Summerville	Lewisburg Alta / Princeton	Summersville / Gassaway / Mabscott	Mabscott / Princeton / Lewisburg Alta

D-10	Bidder, enter your name in the block above for each county bid:	Central Supply Company	Central Supply Company	Central Supply Company	Central Supply Company
	COUNTY:	McDOWELL	MERCER	RALEIGH	WYOMING
Item	Item Description	UNIT COST	UNIT COST	UNIT COST	UNIT COST
10-01	Class A Concrete 2-2.99 CY	420.75	420.75	387.75	420.75
10-01	Class A Concrete 3-3.99 CY	355.75	355.75	322.75	355.75
	Class A Concrete 4-4.99 CY	290.75	290.75	257.75	290.75
	Class A Concrete 5 CY & OVR	225.75	225.75	192.75	225.75
10-05	Class B Concrete 2-2.99 CY	373.75	373.75	370.75	373.75
	Class B Concrete 3-3.99 CY	308.75	308.75	305.75	308.75
	Class B Concrete 4-4.99 CY	243.75	243.75	240.75	243.75
	Class B Concrete 5 CY & OVR	178.75	178.75	175.75	178.75
	Class C Concrete 2-2.99 CY	NO BID	NO BID	NO BID	NO BID
10-10	Class C Concrete 3-3.99 CY	NO BID	NO BID	NO BID	NO BID
10-11	Class C Concrete 4-4.99 CY	NO BID	NO BID	NO BID	NO BID
	Class C Concrete 5 CY & OVR	NO BID	NO BID NO BID	NO BID NO BID	NO BID NO BID
10-13	Class D Concrete 2-2.99 CY Class D Concrete 3-3.99 CY	NO BID NO BID	NO BID	NO BID	NO BID
10-14	Class D Concrete 4-4.99 CY	NO BID	NO BID	NO BID	NO BID
	Class D Concrete 5 CY & OVR	NO BID	NO BID	NO BID	NO BID
	Class H Concrete 2-2.99 CY	529.75	529.75	456.75	529.75
10-18	Class H Concrete 3-3.99 CY	464.75	464.75	391.75	464.75
	Class H Concrete 4-4.99 CY	399.75	399.75	326.75	399.75
	Class H Concrete 5 CY & OVR	334.75	334.75	261.75	334.75
	Class K Concrete 2-2.99 CY	403.75	403.75	385.75	403.75
	Class K Concrete 3-3.99 CY	338.75	338.75	320.75	338.75
10-23	Class K Concrete 4-4.99 CY	273.75	273.75	255.75	273.75
10-24	Class K Concrete 5 CY & OVR	208.75	208.75	190.75	208.75
	Mod Class K Concrete 2-2.99CY	422.75	422.75	426.75	422.75
	Mod Class K Concrete 3-3.99CY	357.75	357.75	361.75	357.75
	Mod Class K Concrete 4-4.99CY	292.75	292.75	296.75	292.75
10-28 10-29	Mod Class K Concrete 5 CY & OVR CLSM Type A 2-2.99 CY	227.75 NO BID	227.75 NO BID	231.75 NO BID	227.75 NO BID
	CLSM Type A 2-2.99 C1 CLSM Type A 3-3.99 CY	NO BID	NO BID	NO BID	NO BID
10-30	CLSM Type A 4-4.99 CY	NO BID	NO BID	NO BID	NO BID
	CLSM Type A 5-5.99 CY	NO BID	NO BID	NO BID	NO BID
	CLSM Type B 2-2.99 CY	354.75	354.75	345.75	354.75
10-34	CLSM Type B 3-3.99 CY	289.75	289.75	280.75	289.75
	CLSM Type B 4-4.99 CY	224.75	224.75	215.75	224.75
10-36	CLSM Type B 5 CY & OVR	159.75	159.75	150.75	159.75
10-37	CLSM Type C 2-2.99 CY	375.75	375.75	366.75	375.75
10-38	CLSM Type C 3-3.99 CY	310.75	310.75	301.75	310.75
10-39	CLSM Type C 4-4.99 CY	245.75	245.75	236.75	245.75
	CLSM Type C 5 CY & OVR	180.75	180.75	171.75	180.75
10-41 10-42	Option A CY over 5 miles	NO BID	NO BID	NO BID	NO BID
10-42	Option B TL over 5 miles Prov Class B using Sil Sand	8.80 7.00	8.80 7.00	NO BID	8.80 7.00
10-43	Chg increased cement per CY	15.00	15.00	15.00	15.00
10-44	Water-reducing set retarder per CY	10.00	10.00	10.00	10.00
10-45	Water reducer per CY	8.50	8.50	8.50	8.50
10-47	Calcium chloride per OZ	0.10	0.10	0.10	0.10
10-48	Non-calcium chloride per OZ	0.20	0.20	0.20	0.20
10-49	Super plasticizer per CY	8.50	8.50	8.50	8.50
10-50	Fiber per CY	10.00	10.00	10.00	10.00
10-51	Heated Concrete per CY	8.95	8.95	8.95	8.95
10-52	Ice per Pound	1.00	1.00	1.00	1.00
10-53	Cement transported by Vendor per CY	NO BID	NO BID	NO BID	NO BID
10-54	Cement transported by DOH per CY	NO BID	NO BID	NO BID	NO BID
10-55	Penalty Charge per Truck Minute	2.50	2.50	2.50	2.50
Certif. # i	rovider/Plant Name(S), City, (& Plant f avail.) (Additional details for each plant rovided on ATT B.)	Princeton	Princeton	Mabscott / Princeton	Princeton / Mabscott

#### ATTACHMENT B (ATT B) ATT B, Sourced Plant & Details for Ready Mixed Portland Cement Concrete & CLSM

Per the contract Specifications, the ATT B must be submitted at the time of bid and correlate with the sourced plants listed on the Attachment A (pricing pages). Vendor shall complete the ATT B to provide details of each sourced plant bid on Attachment A and list any proposed equal products to reqested contract Items.

Vendor shall cor	nplete the ATT B to provide	details of each s	sourced plant bid on Attachi Plant Information - Det			products to reqester Is. List the proposed	
			plants listed enterred und			ification numbers b	•
			ATT A.	er priemig on the	, · ·	me Vendor is biddi	•
VENDOR Name	Contract Manager's Name, Email Address	Contract Manager's Phone number	Plant Location - enter the 911 Physical Address including City, State Zip code	Is Plant Certified? If Yes, enter the plant Certification Code. If plant is not certified, enter "NO"	3.2.8.1 Enter the product name if Bidding a product equal to HE-122 Calcium Chloride based accelerator	3.2.8.2 Enter the product name if Bidding a product equal to Darex Set Non-Calcium	3.2.8.3 Enter the product name if Bidding a product equal to Eucon 37 Super Plasticizer
	Brady Lowther /		Saltwell Plant 4923				
Central Supply	bjlowther@centralsupplyw		Benedum Dr. Bridgeport, WV	Yes		Euclid Accelguard	
Company of WV	v.com	304-641-8402	@6330	CSC.01.601		80	
	Brady Lowther /		Westover Plant			Euclid Accelguard	
Central Supply	bjlowther@centralsupplyw		250 South Plant St.	Yes		80	
Company of WV	v.com	304-641-8402	Morgantown, WV 26501	CSC1.02.601		00	
	Brady Lowther /		Buckhannon Plant			Euclid Accelguard	
Central Supply	bjlowther@centralsupplyw	204 644 545	58 Alcon Rd.	Yes		80	
Company of WV	v.com	304-641-8402	Buckhannon, WV 26201	AXC1.01.601		-	
Control Current	Brady Lowther /		Elkins Plant	Ves		Euclid Accelguard	
Central Supply	bjlowther@centralsupplyw	204 641 0402	822 Parsons Rd.	Yes		80	
Company of WV	v.com Brady Lowther /	304-641-8402	Elkins, WV 26241 Glenville Plant	CSC1.03.601		1	
Central Supply	bilowther@centralsupplyw		91 Lynch Rd.	Yes		Euclid Accelguard	
Company of WV	v.com	304-641-8402	Glenville, WV 26351	CSC1.05.601		80	
Company or ww	Brady Lowther /	304-041-8402	Gassaway Plant	C3C1.03.001			
Central Supply	bilowther@centralsupplyw		306 Chapel Rd.	Yes		Euclid Accelguard	
Company of WV	v.com	304-641-8402	Gassaway, WV 26624	CSC1. 04.601		80	
company or viv	Brady Lowther /	00.0120.02	Pennsboro Plant	0001.01.001			
Central Supply	bilowther@centralsupplyw		178 Ritchie Center Dr.	Yes		Euclid Accelguard	
Company of WV	v.com	304-641-8402	Pennsboro, WV 26415	CSC1.15.601		80	
, , ,	Brady Lowther /		Summersville Plant				Masterbuilders
Central Supply	bilowther@centralsupplyw		7900 W Webster Rd.	Yes		Masterbuilders	Master Glenium
Company of WV	v.com	304-641-8402	Summersville, WV 26651	BMC1.01.601		Master Set AC 534	7500
	Brady Lowther /		Mabscott Plant			NA-at-ub-uild-u-	Masterbuilders
Central Supply	bjlowther@centralsupplyw		97 S Hill St.	Yes		Masterbuilders Master Set AC 534	Master Glenium
Company of WV	v.com	304-641-8402	Mabscott, WV 25871	DHC1.02.601		Master Set AC 534	7500
	Brady Lowther /		Princeton Plant			Masterbuilders	Masterbuilders
Central Supply	bjlowther@centralsupplyw		101 Westview Ave.	Yes		Master Set AC 534	Master Glenium
Company of WV	v.com	304-641-8402	Princeton, WV 24739	BMC1.03.601		Master Set AC 334	7500
	Brady Lowther /		Lewisburg / Alta Plant			Masterbuilders	Masterbuilders
Central Supply	bjlowther@centralsupplyw		21077 Midland Trail W	Yes		Master Set AC 534	Master Glenium
Company of WV	v.com	304-641-8402	Lewisburg, WV 24901	BMC.05.601			7500
Control Course	Brady Lowther /		Parsons Plant	Ves		Euclid Accelguard	
Central Supply	bjlowther@centralsupplyw	304-641-8402	468 D and W Lane	Yes CSC1.16.601		80	
Company of WV	v.com	304-641-8402	Parsons, WV 26287	C3C1.16.601			