



State of West Virginia  
Agency Request for Quote

<b>Proc Folder:</b> 1082146		<b>Reason for Modification:</b>	
<b>Doc Description:</b> STONE & AGGREGATE MAT & DEL TO NON-ESTAB. LOCATION 6623C005		REVISED SPECIFICATIONS	
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-08-15	2022-08-19 14:30	ARFQ 0803 DOT2300000007	2

**BUYER RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name:** GMAX Quarry Inc

**Address:** 3324 Pennsylvania Ave

**Street:**

**City:** Charleston

**State:** WV **Country:** **Zip:** 25302

**Principal Contact:** Phillip Edwards

**Vendor Contact Phone:** 1-304-887-6904 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Dusty J Smith  
 304-414-8859  
 dusty.j.smith@wv.gov

**Vendor Signature X** Phillip Edwards **FEIN#** 45-2401936 **DATE** 8-18-22

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

AUG 18 2022 12:17  
REC'D BUDGET - PROCURE

**ADDITIONAL INFORMATION**

ADDENDUM 1 IS ISSUED:  
 TO ATTACH REVISED SPECIFICATIONS  
 NO OTHER CHANGES

**INVOICE**

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER
No City                      WV	No City                      WV
US	US

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

Comm Code	Manufacturer	Specification	Model #
11111600			

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

**INVOICE**

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER
No City                      WV	No City                      WV
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Item B Class 2 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
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**INVOICE** **SHIP TO**

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER STATE OF WEST VIRGINIA  
 VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV No City WV  
 US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Item C Class 10 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

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**INVOICE** **SHIP TO**

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER STATE OF WEST VIRGINIA  
 VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV No City WV  
 US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Item D AASHTO #1 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

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**INVOICE #** **SHIP TO**

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER STATE OF WEST VIRGINIA  
 VARIOUS LOCATIONS AS INDICATED BY ORDER  
 No City WV No City WV  
 US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Item E AASHTO #3 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
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**INVOICE #** **SHIP TO**

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER STATE OF WEST VIRGINIA  
 VARIOUS LOCATIONS AS INDICATED BY ORDER  
 No City WV No City WV  
 US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Item F AASHTO #4 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER

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
7	Item G AASHTO #467 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER

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
8	Item H AASHTO #57 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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VARIOUS AGENCY  
LOCATIONS  
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STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Item I AASHTO #67 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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

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VARIOUS AGENCY  
LOCATIONS  
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STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Item J AASHTO #7 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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VARIOUS AGENCY  
LOCATIONS  
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VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Item K AASHTO #8 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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VARIOUS AGENCY  
LOCATIONS  
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VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Item L AASHTO #9 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER STATE OF WEST VIRGINIA  
 VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV No City WV  
 US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Item M Stone for Gabions	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER STATE OF WEST VIRGINIA  
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No City WV No City WV  
 US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Item N Fine Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

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No City US WV No City US WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Item OA Limestone Standard Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER

No City US WV No City US WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Item OB Sandstone Standard Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
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VARIOUS AGENCY  
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VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City WV  
US

No City WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Item OC Steel Slag for SRIC	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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VARIOUS AGENCY  
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VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City WV  
US

No City WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Item PA Limestone Modified Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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LOCATIONS  
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STATE OF WEST VIRGINIA  
  
VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Item PB Sandstone Modified Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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STATE OF WEST VIRGINIA  
  
VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Item Q Rip Rap	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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

NO BIDDING STATE

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER

No City US WV US WV

Table with 6 columns: Line, Comm Ln Desc, Qty, Unit Issue, Unit Price, Total Price. Row 21: Item R Shot Rock, 0.00000, TON.

Table with 4 columns: Comm Code, Manufacturer, Specification, Model #. Row 11111600.

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

NO BIDDING STATE

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER

No City US WV US WV

Table with 6 columns: Line, Comm Ln Desc, Qty, Unit Issue, Unit Price, Total Price. Row 22: Item S AASHTO #8 Modified, 0.00000, TON.

Table with 4 columns: Comm Code, Manufacturer, Specification, Model #. Row 11111600.

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

**INVOICE**

VARIOUS AGENCY STATE OF WEST VIRGINIA

LOCATIONS VARIOUS LOCATIONS AS  
AS INDICATED BY ORDER INDICATED BY ORDER

No City WV No City WV  
US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Item T AASHTO #9 Modified	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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**INVOICE**

VARIOUS AGENCY STATE OF WEST VIRGINIA

LOCATIONS VARIOUS LOCATIONS AS  
AS INDICATED BY ORDER INDICATED BY ORDER

No City WV No City WV  
US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Item U Pea Gravel	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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

WV State - 5/11/22

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER

No City US WV No City US WV

Table with 6 columns: Line, Comm Ln Desc, Qty, Unit Issue, Unit Price, Total Price. Row 25: Item V #11 Limestone Abrasives, 0.00000, TON.

Table with 4 columns: Comm Code, Manufacturer, Specification, Model #. Row 11111600.

Extended Description:

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

WV State - 5/11/22

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER

No City US WV No City US WV

Table with 6 columns: Line, Comm Ln Desc, Qty, Unit Issue, Unit Price, Total Price. Row 26: Item W Quarry Waste, 0.00000, TON.

Table with 4 columns: Comm Code, Manufacturer, Specification, Model #. Row 11111600.

Extended Description:

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

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LOCATIONS  
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STATE OF WEST VIRGINIA  
  
VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Item Z Imbricated Stone	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA  
  
VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Item AA Cinders	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	TECHNICAL QUESTIONS DUE BY 10AM	2022-08-12

**SOLICITATION NUMBER: ARFQ DOT2300000007**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

ADDENDUM 1 IS ISSUED:

TO ATTACH REVISED SPECIFICATIONS

NO OTHER CHANGES

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.



# ATTACHMENT A

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

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract for various sizes and types of Stone, Aggregate, Cinders, and Slag materials with hauling and delivery by the Vendor, F.O.B. to **NON-ESTABLISHED** locations not able to be supplied by another contract for WVDOH.
  
2. **DEFINITIONS:** The terms listed throughout this solicitation shall have the assigned meaning as indicated below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **"AASHTO"** - American Association of State Highway and Transportation Officials. Reference: [www.transportation.org](http://www.transportation.org).
  - 2.2 **"Agency"** - for this contract refers to the WV Division of Highways.
  - 2.3 **"Agency Delivery Order", and "ADO"** - interchangeable terms for the document generated by the ordering Agency to be entered into wvOASIS in order to facilitate payment of invoiced Contract Items as ordered by the Agency's official "WV-39 Contract Release Order" (or like form) sent to the Vendor.
  - 2.4 **"Attachment A", "Pricing Pages", and "ATT A"** - interchangeable terms for the MANDATORY FORM and pages, contained in wvOASIS and attached hereto, upon which Vendor shall list its proposed bid price and all details as requested by this solicitation for goods and service Items, and used to evaluate the solicitation responses. The official pricing shall be taken from this Contract's ATT A Pricing Pages.
  - 2.5 **"Blanket Release Order", "WV-39 Form", and "Release Order"** - interchangeable terms for the document issued by the ordering Agency as the actual order to release contract goods and/or service items issued against a blanket purchase agreement, and the details from which the Vendor uses to create its invoice.
  - 2.6 **"Contract Item", "Items", and "Pay Items"** - interchangeable terms for the goods and/or services for which bids are sought and identified in Section 3, the Pricing Pages, and referred to in any and all of the other Attachments and Exhibits that the Agency has made part of this Solicitation.
  - 2.8 **"Contractor" and "Vendor"** - interchangeable terms referring to any person or entity that submits a bid in response to the solicitation, the 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 a contract, as context requires.
  - 2.9 **"Default Remedy Costs"** - monetary compensation due from Vendor to cover the actual and direct cost of any substituted goods and/or service required for project completion if Vendor breaches the contract by failing to complete the project/Delivery Order.

**REQUEST FOR QUOTATION**  
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- 2.10 "Emergency Work" and "Emergency Requests"** – interchangeable terms for the delivery of goods and/or services (as designated by Agency District Engineer or his or her designee, at a minimum), which must be done by the Vendor without delay, based on Agency need and instruction, due to circumstances the Agency could not have reasonably expected.
- 2.11 "Engineer" and "Division"** – interchangeable terms used in these specifications, or the Standard Specs, referring to the Agency's/WV Division of Highways Engineer or his/her designee, having authority and final acceptance determination of Contract Items, work, methods, and project completion, as per Standard Specs Section 105.
- 2.12 "F.O.B. Destination", and "Free-on-Board Destination"** – interchangeable terms meaning Vendor or its designee bears the freight charges, owns the goods while in transit, and will deliver goods to the location specified on the Delivery Order via truck/other conveyance without any expense to the purchaser. The bid price for materials shall include Delivery at the Vendor's expense.
- 2.13 "Liquidated Damages"** - monetary compensation due from the Vendor in the event 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 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 latest table made available by the WVDOH Contract Administration Division, as amended.
- 2.14 "Materials Procedures" and "MP documents"** – interchangeable terms referring to the Materials Control Soils and Testing articles, as amended, available at: <https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>.
- 2.15 "MCS&T"** - Materials Control, Soils and Testing Division of the WV Division of Highways, <https://transportation.wv.gov/highways/mcst/Pages/default.aspx>.
- 2.16 "Standard Specs"**- the "WV Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges", most recent edition, as modified/amended by subsequent Supplemental Specifications, and providing details, directions, and provisions of the contract's commodity items and related work. It shall be understood and agreed that the Standard Specs shall remain subject to future changes and the latest amendments and addendums thereto shall prevail and be adopted "as amended", meaning on an ongoing basis, any time the words "Standard Specs" are used.  
<https://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>
- 2.17 "Unit of Measure and UOM"** – interchangeable terms, for the physical unit of measurement assigned by the WVDOH to goods and service Items, per contract.

## REQUEST FOR QUOTATION

Stone & Aggregate with Delivery to Non-Established Locations

- 2.18 "WV Straight Line Diagrams "- WVDOH's source for the WV Primary Routes and WV Secondary Routes that the Vendor shall take as instructed for providing contract goods and/or services. The diagrams are available in each WVDOH District Office and the WVDOH Central Office.

## 3. GENERAL REQUIREMENTS:

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the current book edition, plus \$5.00 for the latest Supplemental) by completing the "Standard Specifications Order Form"  
<https://transportation.wv.gov/highways/contractadmin/specifications/Documents/SpecBookOrderForm20220202.pdf> and emailing it to [DOHSpecifications@wv.gov](mailto:DOHSpecifications@wv.gov) or mailing it 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:  
<https://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>

- 3.3 **Materials:** All materials bid and provided under this contract must meet or exceed the mandatory requirements as shown below and adhere to Standard Specs, as amended:

<u>MATERIAL</u>	<u>STANDARD SPECS SECTION</u>
Fine Aggregate (NOTE 1)	702
Coarse Aggregate (NOTE 1 & 4)	703
Crushed Stone	703.1
Rip Rap	704.2
Stone for Gabions	704.3
Shot Rock	704.8
Abrasives (NOTE 2, 3, 5 & 8)	
Aggregate for Base and Sub-base see also 704.6.2	704.6
# 8 Modified and # 9 Modified ( NOTE 3 & 4)	703.3
# 11 Limestone for SRIC (NOTE 6)	703.1
Quarry Waste (NOTE 7)	
Steel Slag for SRIC (NOTE 8)	703.3
Imbricated Stone (NOTE 9)	704.5

**NOTE 1:** Fine Aggregate on the Pricing Page shall be for Portland cement concrete or mortar sand. The particular type shall be specified by the Agency on the Delivery Order. Coarse aggregate on the Attached Pricing Pages (ATT A) is identified by an AASHTO

**REQUEST FOR QUOTATION**  
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standard size; AASHTO Size # 1, AASHTO Size # 467, etc. Aggregate for base and sub-base on the Pricing Pages is identified by Class 1, Class 2, and Class 9, etc.

**NOTE 2: Abrasives:**

**A. Quality**

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed six (6).
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard # 4 (4.75 mm) sieve.
3. When gravel is used as an abrasive, the material retained on the # 8, the sieve shall have a majority of crushed particles.

**B. Gradation - Material shall adhere to AASHTO T-27:**

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>	
	Standard	Modified
1/2 inch	100	100
3/8 inch	85-100	85-100
# 100	0-10	0-4

**NOTE 3:** In addition to meeting the gradation requirements of AASHTO # 8 and # 9 aggregate in table 703.4, Modified AASHTO # 8 and Modified AASHTO # 9 aggregate shall have a maximum of 2% passing the # 200 sieve, when sampled at the source (the Vendor's last point of possession), prior to shipment, as determined by AASHTO T-11 and T-27. The aggregates shall be crushed with a minimum of 80% two face fracture. Modified AASHTO # 8 and Modified AASHTO # 9 aggregate shall meet all other requirements for AASHTO # 8 and AASHTO # 9 aggregate.

**NOTE 4:** With the exception of the following Contract Items, grading on all specified sieve sized for material and grading shall adhere to AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11:

Item J, AASHTO # 7  
 Item K, AASHTO # 8  
 Item L, AASHTO # 9  
 Item S, AASHTO # 8 Modified  
 Item T, AASHTO # 9 Modified

**NOTE 5: Cinders:**

**A. Definition**

Cinders (Power Plant Slag) consists of Wet Bottom Boiler Slag (shiny, black, glassy material) formed when molten ash from the burning of coal drops into water and shatters at the bottom of the boiler, and/or Bottom Ash formed when ash

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particles from the burning of pulverized coal is allowed to air cool at the bottom of the furnace.

**B. Quality**

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

**C. Gradation: Material shall adhere to AASHTO T-27.**

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
1/2 inch	100
3/8 inch	85-100
# 100	0-20

**NOTE 6: # 11 Limestone for SRIC:**

**A. Quality**

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 1% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard # 8 (2.36 mm) sieve.

**B. Gradation: Material shall adhere to AASHTO T-27:**

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
3/8 inch	100
# 4	40-90
# 8	10-40
# 100	0-5

**NOTE 7: Quarry Waste shall adhere to Standard Specs 716.1.1 Random Material, as amended.**

**NOTE 8: Steel Slag for SRIC:**

**A. Quality**

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard # 4 (4.75 mm) sieve.

**B. Gradation: Materials shall adhere to AASHTO T-27:**

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
1/2 inch	100
3/8 inch	85-100
# 100	0-20

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NOTE 9: Imbricated Stone/Rock shall meet Standard Specs 704.5 Special Rock Fill, as amended. Size shall be a minimum of 36 inches with a maximum of 72 inches. Imbricated Stone/Rock shall have two flat surfaces that may be used in a stackable manner. Imbricated Stone/Rock may be used in conjunction with Standard Specs 218.3 and 218.4, as amended.

3.4 Sampling and Testing for quality of all items furnished in this contract will be the responsibility of WVDOH. Minimum frequency of sampling and testing for quality on all materials (other than those sources already covered by the WVDOH's "commercial source" approval) will be at least one sample every six days of shipment (or if tested during production, at least one sample every six days of production). All samples taken by the Vendor shall be by a Certified Aggregate Sampler or Certified Aggregate Inspector. Tests shall be performed by a Certified Aggregate Inspector. Other minimum frequencies shall adhere as follows:

<u>Property</u>	<u>Frequency</u>
Gradation, Delivered Material	One sample per each day of shipment or if tested during production, one sample per each day of production. See Note 1 below.
Gradation	(A-1 Source) One sample per each week of shipment per MP 700.00.52; or if tested during production, one sample per each day of production.  See Note 1 below. (A-2 Source) One sample per 250 tons shipped and a minimum of one per week shipment.
Moisture Content	See NOTE 2 below.

NOTE 1: Vendor will be responsible for providing test results attesting to the gradation of materials delivered. Gradation results from the production source will be acceptable.

NOTE 2: In the event visual inspection of the aggregate indicates excess or unusual moisture beyond what is normally expected in the aggregate, the WVDOH reserves the right to determine the moisture content by standard methods in accordance with established Division procedures. If this becomes necessary, the net weight of the portion represented will be adjusted utilizing the test results obtained by the WVDOH in accordance with MP 700.00.22. Abrasives and Steel Slag Items will be considered fine aggregate as outlined in MP 700.00.22.

3.5 Acceptance Plan: Per Standard Specs 703, crushed stone shall consist of particles of clean, hard, tough, durable rock, free from adherent and foreign material. Acceptance for gradation shall be based on test results provided and certified by Vendor to be true test results and representative of the material supplied to WVDOH, on consecutive

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random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sub-lots). A sub-lot shall consist of the quantity of material represented by a single gradation test. In the case where only one sample is taken to represent the total quantity, the sub-lot and lot will be considered the same. Frequency of sampling and testing shall be in accordance Vendor's quality control plan outlined in MP 700.00.51. Vendor shall provide the gradation test results to the WVDOH within 72 hours.

- 3.5.1 Sampling Testing & Evaluation:** Per Standard Specs 704, the Agency reserves the right to have delivered materials sampled, tested, and evaluated. If material fails to comply with WVDOH quality requirements, the Agency, at its own discretion, shall notify Vendor that the nonconforming material will not be accepted and shall be removed and replaced at Vendor's expense, or at the option of the ordering Agency may be left in place with reduced payment.

At the discretion of the Agency, material failing to comply with the quality requirements will not be accepted. Acceptance for gradation shall be based on test results, provided and certified by Vendor to be true test results and representative of the material supplied to WVDOH, on consecutive random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sub-lots). A sub-lot shall consist of the quantity of material represented by a single gradation test. In the case where only one sample is taken to represent the total quantity, the sub-lot and lot will be considered the same. Frequency of sampling and testing shall be in accordance with the Vendor's quality control plan outlined in MP 700.00.51. Vendor shall provide gradation test results to WVDOH within 72 hours.

Gradation test results shall be averaged in accordance with MP 300.00.51, as amended. When the average falls outside the applicable limits, the lot of material represented thereby will be considered non-conforming to the extent that the last of its sub-lots is non-conforming. When a lot of material is nonconforming, then the last sub-lot contained therein shall have its degree of non-conformance determined as set forth below.

- 3.5.2** When a sub-lot of material is to have its price adjusted, the percentage point difference between the non-conforming test value and the specification limit shall be determined for each sieve size determined to be non-conforming, and this value shall be multiplied by its appropriate multiplication factor as set forth in Table 1. The total measure of non-conformance of an individual sub-lot is the sum of all non-conformances on the various sieve sizes of that sub-lot. However, in no case shall a sub-lot of material have its price adjusted more than once, and the first adjustment determined shall apply. When the total degree of non-conformance has been established and it is 12 or less, the material will be paid for at an adjusted contract price as specified in Table 2.

TABLE 1



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<u>NONCONFORMING SIEVE SIZE</u>	<u>MULTIPLICATION FACTOR</u>
Plus # 40	1
# 40	1.5
# 50	1.5
# 100	2.0
	(1.3 for abrasives and cinders)
# 20	2.5
1/2"	1
3/8"	1

TABLE 2

<u>DEGREE OF NON-CONFORMANCE</u>	<u>PERCENT OF CONTRACT PRICE TO BE REDUCED</u>
1.0 TO 3.0	2
3.1 TO 5.0	4
5.1 TO 8.0	7
8.1 TO 12.0	11
Greater than 12	*

\*WVDOH will make a special evaluation of the material and determine action.

**3.5.3 If Vendor delivers a specific quantity of material from a stockpile, and said quantity is less than the total quantity contained in the stockpile and it has been determined from his certified test data that a non-conforming sub-lot(s) is contained in said stockpile, the price reduction shall be calculated for the specific quantity:**

For a non-conforming sub-lot, the percent price reduction shall be determined as set forth above. The quantity of the non-conforming sub-lot shall then be calculated as a percent of the Total of material contained in the stockpile. To determine the price reduction on the specific quantity delivered, multiply the percent of non-conforming material contained in the stockpile by the quantity delivered, and reduce this quantity by the percent price reduction as determined.

Example: If it has been determined that a stockpile of 100 tons contains 10 percent failing material, and said material is to have its price reduced by 4 percent, then the actual quantity delivered, say 15 tons, will be multiplied by 0.10 (10 percent failing material) which equals 1.5 tons. These 1.5 tons will thus have its price reduced by 4 percent. The remaining 13.5 tons will be paid for at full contract price.

$$TD \left( 1 - \frac{PQ_n}{100Qt} \right) = AP \text{ (price to be paid after adjustment)}$$

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WHERE      T = tonnage delivered  
               P = percent price reduction  
               D = cost per ton  
               Qn = quantity of non-conforming sub-lot(s)  
               Qt = quantity of total stockpile  
               AP = adjusted payment

If two sub-lots are non-conforming within the stockpile, calculate each separately for the adjusted payment on the quantity delivered (as above). Add these two adjusted payments together and subtract from the total price before adjustment for tonnage delivered (TD).

If three sub-lots are non-conforming calculate each separately and subtract twice the price to be paid before adjustment for tonnage delivered, and so on.

Example:

$(AP1 + AP2) - TD = \text{Final price to be paid after adjustments}$

OR

$(AP1 + AP2 + AP3) - 2 TD = \text{Final price to be paid after adjustments}$

WHERE: AP = price to be paid after initial adjustment for one non-conforming sub-lot determined as above.

If material is delivered from a continuous stockpile being continuously replenished while having material removed for these applications, certification shall be based on the shipment samples.

- 3.5.4** For Aggregate for Base/Subbase course, material shall consist of gravel, crushed gravel, crushed stone, crushed slag, or any combination of these materials uniformly blended to conform to 704.6.2, with exception: Los Angeles abrasion is not required for blast furnace slag. Natural or manufactured sand may be used as a component of the blend. Crushed slag shall adhere to 703.3 with exception. When gravel is to be used in stabilized (treated) base or subbase construction, it need not be crushed. When used in an unstabilized base or subbase construction, the gravel shall be crushed as specified. When Vendor elects to blend materials, each component of the blend shall meet 704.6.2. Blade or road mixing will not be allowed. When shoulders are specified, natural sand may not be used as a shoulder component.

Vendor shall adhere to Standard Specs 704 and sampled per MP 700.00.06, as amended. Frequency of sampling and testing and plotting of gradation test data shall adhere to established Division procedures. Material failing to comply with the Specification requirements when sampled, tested, and evaluated per Division procedures and/or disapproval of the Engineer, shall be removed and replaced at the Contractor's expense, or, at the option of the Engineer, may be left in place with reduced payment.

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- 3.6 Weighing Materials Delivered by Modes of Transportation Other Than Trucks:** Materials delivered to the designated site by barge, or other non-truck modes shall have their weight determined by a means acceptable to the Agency, and the weights of such materials shipped shall be certified, by Vendor or its authorized agent, to be correct. The minimum barge delivery requested will be approximately 6,500 tons per the order. When barge delivery is required, Contract Items will be ordered in 1,500-ton increments.
- 3.7 Emergency Work** as ordered by the Engineer, shall be initiated as instructed on the Delivery Order and within twenty-four (24) hours from when the Delivery Order is received by the Vendor therefore a rushed response with goods or service delivery is required, (see the definitions of these Contract Specifications. Emergency work shall be prominently noted on the Delivery Order. The Agency's designated emergency work shall be paid at 1.50 times the Vendor's contract price. To facilitate payment, the Agency should include the word "Emergency" order on its Delivery Order (and the ADO entered into wvOASIS) to denote its calculation of pricing at the emergency rate.

**4. SAFETY:**

**Pandemic-Response Safety Protocols:** In addition to Vendor's established safety protocols and the WVDOH's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff or designee shall adhere to all WVDOH's pandemic-response protocols while at the WVDOH location/job site. Vendor may obtain the WVDOH's pandemic-response protocols by contacting the Agency.

**5. CONTRACT AWARD & BID INSTRUCTIONS:**

- 5.1** This Contract is intended to provide Agencies with a purchase price on all Contract Items. A contract shall be awarded to all responsible, qualified Vendors meeting the requirements of these specifications. By completing both Attachment A (ATT A) spreadsheets as instructed, Vendor shall supply its pricing with corresponding plant source and storage site information for all Items bid. On the ATT A, the Vendor shall provide its pricing for materials plus delivery (F.O.B. destination to the Agency's specified locations), from Vendor's sourced plant/storage sites. The low bid Vendor will be determined at the time of need, as per Section 6 of these Specifications.

**Download Spreadsheets, Enter Bid Electronically, & Upload to wvOASIS:** To avoid errors and expedite the evaluation, Vendor should *electronically* enter its bid information in the ATT A spreadsheets provided with this solicitation and upload them, with its remaining bid documents, into wvOASIS. Vendor can request the electronic copy of the spreadsheets by sending an email request to the buyer: [Kristy.E.James@wv.gov](mailto:Kristy.E.James@wv.gov).

Changing Units of Measure or other information on the ATT A or submitting delivery terms and conditions contrary to those provided by the Agency shall result in the disqualification of the altered ATT A line item. Submitting bid information on forms

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other than those Attachments provided with this solicitation shall result in the disqualification of all Contract Items bid on the erroneous pages.

- 5.1.1 Attachment A "ATT A" (Pricing Pages):** The Pricing Pages contain a list of Contract Items including, but not limited to, Limestone, Sandstone, Gravel, Sand, Cinders, Blast Furnace Slag, Steel Slag, SRIC Aggregate, and Haul by Vendor. Vendors may bid any or all Items and locations, and shall use the Agency's specified unit of measure, type, and size, per Item. Vendor shall supply on ATT A, the plant name and its most recent 911 address/physical street address, city, and state, for Plant Location(s) as requested for each plant sourced, as paired with pricing. Vendor shall exclude no locations pertinent to its Items bid. The Agency reserves the right to request any one or combination of awarded Items at the lowest overall total. In addition to pricing.
- **Pricing Shall Be Honored:** All bids or pricing submitted shall be held and honored by the Vendor for no less than 90 days after the bid opening date.
  - **No Guaranteed Purchase:** When available, the Agency supplies estimated quantities on the Pricing Pages *as an approximation only*, intended strictly for bid evaluation and award determination purposes. There shall be no guarantee that any Item will be purchased throughout the life of this contract. Bidding on any one contract Item may not imply acceptance of any other Contract Item(s). Submitting Pricing Pages from a prior years' contract, in lieu of the current Pricing Pages included for this solicitation, shall result in the disqualification of the Vendor's bid.
  - When providing its pricing on the ATT A, Vendor should take into consideration any applicable merchant credit card fees in the event that the Agency's payment to Vendor is via credit card.
  - **OASIS BID SUBMISSION NOTES:** The pricing provided on the ATT A shall be used as Vendor's final price by the Agency when performing bid evaluation and award determination, (regardless of any price or details the Vendor may enter into the commodity lines within OASIS). Bid prices and comments made in the wvOASIS system on the Commodity lines/Description lines etc. will not be considered for bid evaluation or award. **BIDS THAT DO NOT INCLUDE ATT A WILL BE DISQUALIFIED.**
- 5.3 Contract Award Transition:** Upon award of this contract, whether the effective date, 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 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 it 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 Vendor 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

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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 Agencies 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 (intentionally left blank)

5.5 **Price Adjustment of Fuel Oil # 2 (Diesel Fuel):** Due to the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract, adjustment in compensation for applicable items shall be per Standard Specs 109.9, as amended, with the exception that Factor "C" in the Price Adjustment for Fuel formula is to be broken down by component, as shown in Figure 5.5.A below.

The Price Adjustment for Fuel formula to be utilized for this contract is:

$$Pa = [(Mbp + Cbp) - 1.00] \times Cbp \times C \times Q$$

Where: Pa = Price Adjustment  
 Mbp = Monthly base price at time of placement  
 Cbp = Contract Base Price at time of bidding\*  
 C = Cost Adjustment Factors per Unit, as per Figure 5.5.A  
 Q = 'As Constructed' Quantity

**FIGURE 5.5.A**

Description	Factor	Applicable Item
Aggregate Production	0.49	Contract Item A thru Z and AA
Aggregate Haul	0.10	Contract Items X and Y
Aggregate Placement	0.03	-----

**Fuel Adjustments will be based on the August 2022 Fuel Prices on the Contract Administration website for Fuel, Asphalt and Cement Prices:**  
<https://transportation.wv.gov/highways/contractadmin/lettings/Pages/FuelandAsphaltPrices.aspx#FuelPrices>

5.6 **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.

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**6. DETERMINING LOW BID:**

At the time of need, the Agency will evaluate the ATT A pricing and materials source locations from each contract, determine the total price for Contract Items by location, and order from the Vendor whose bid is low for material Items *plus* the Haul by Vendor, Items. Haul distance shall be computed by the Agency using the most direct suitable route from Vendor's sourced storage site, to the mid-point of the non-established Agency location as specified.

**7. ORDERING AND PAYMENT:**

**7.1 Ordering:** Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order. 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. Vendor shall accept orders through email, wvOASIS, regular mail, facsimile, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it must include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online. The Agency reserves the right to request any one or a combination of awarded Items at the lowest overall total cost to the Agency.

**7.2 Delivery Order:** The ordering Agency will generate a blanket Release Order WV-39 to officially release the ATT A goods/services Items from this purchase order Contract. Once complete, the Delivery Order shall be sent to Vendor via email, fax, postal mail, or delivery. and Agency should enter an ADO into wvOASIS at this time. Agency should thoroughly and carefully convey expectations, which may require the Agency to call Vendor and discuss details prior to creating the official *written* Release Order, detailing ATT A Contract Items and pricing, quantities, project location, materials source location, start and completion timeline, and any special instruction regarding goods/service delivery required.

**Entry of ADO in OASIS:** To facilitate Vendor with creation of its invoice, meet Agency accounting requirements, and enable processing of payment (in any form), the Agency should take all necessary steps to generate the ADO and enter it into wvOASIS at the same time it issues the WV-39 Release Order to the Vendor, to avoid payment processing issues due to date conflicts.

**7.2.1 Revisions:** As the Agency's work-needs dictate, the Agency reserves the right to make revisions and change orders to previously issued Delivery Order(s), to be done in the form of subsequent Delivery Order(s) and sent to the Vendor.

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- 7.2.2 Vendor Acceptance & Written Verification of Receipt is Required:** Vendor must provide the ordering Agency with *written* acknowledgement of all Agency Delivery Orders and/or any modifications thereto. Vendor shall respond to the Agency in writing no later than three (3) calendar days of the date on the issued Delivery Order. Failure to comply with this requirement shall be considered refusal of the Delivery Order, see Delivery Order Failure and Contract Default Sections below. In such an event, the Agency shall proceed at its own discretion, to cancel the Delivery Order, seek to obtain the goods or services from another low bid Vendor, (without the same Tax Identification Number as the failing Vendor), or, if unavailable, proceed with an open market Emergency Purchase.
- 7.3 Payment:** Upon completion of the Delivery Order, Vendor shall accept payment, at this awarded Contract's ATT A rates, per the payment procedures of the State of WV. The State of WV currently utilizes 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 shall 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. Vendor may visit the WV State Auditor's website ([wvsao.gov](http://wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at the Agency's discretion.
- 8. DELIVERY, AND RETURN:** Vendor shall deliver and deposit all contract materials as directed by the Agency on its Delivery Order.
- 8.1 Delivery Time:** Vendor shall complete standard orders within five (5) business days from receipt of Delivery Order unless otherwise specified by the Agency on the Delivery Order. As per Section 3.7, Vendor shall deliver Emergency requests within an agreed upon timeframe established by the Agency and the Vendor. Vendor shall fulfill all orders according to the Agency's Delivery Order schedule. If for any reason Vendor determines it is not able to commence and fulfill the Delivery Order as agreed/accepted, Vendor shall provide, *in writing*, to the ordering Agency the reason for its failure no later than three (3) business of the Agency Delivery Order/Release Order date, and no later than 4:00pm.
- 8.2 VENDOR SHALL NOT HOLD ORDERS** until any minimum delivery quantity is met.
- 8.3** The Agency expects that the Vendor shall source from the source nearest the Agency's established delivery location. As applicable, in-state delivery routes will be mapped by the WVDOH by utilizing the WVDOH Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH office and the WVDOH Central Office. The Agency will determine the route to be taken due to bridge and/or road restrictions. Out-of-state delivery routes will be mapped by utilizing "Google Maps" or a similar source for routing to the WV State line at which time; the Straight-Line Diagrams will be sourced to the Agency's specified location.
- 8.4 Late Delivery & Vendor Performance Failures:** Any failed delivery/Item provision,

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including Items not compliant with the quality requirements of this contract, if deemed "harmful" by the Agency and at its own discretion, shall be grounds for Delivery Order's cancellation by the Agency, making it necessary for the Agency to obtain the items ordered from an alternate party. Contractual failures shall be subject to Liquidated Damages, and/or Default Remedy Costs. The Agency reserves the right to hold the failing Vendor responsible for the failure/damage-costs incurred by the Agency for remedying the contractual default. Vendor shall hereby understand and agree that any amount due from 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 Vendor's final invoice.

**8.4.1 Default Remedy Costs and/or Liquidated Damages** when applied by the Agency at its sole discretion, shall result in 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. The failed Delivery Order may also be subject to liquidated damages. At the discretion of the WVDON, 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 Standard Specs schedule in Section 108.7.1, as amended.

Table 108.7.1  
 SCHEDULE OF LIQUIDATED DAMAGES

Original Contract Amount		Daily Charge
From More Than	To And Including	Per Calendar Day
\$0	\$500,000	\$300
\$500,000	\$2,000,000	\$600
\$2,000,000	\$10,000,000	\$1,500
\$10,000,000	\$25,000,000	\$3,000
\$25,000,000		\$4,000

Agency should provide supporting documentation of Vendor's performance failure to WVDON's Procurement unit. Any Agency seeking to obtain Items from the open market under the open market provision must first obtain approval of the Purchasing Division.

- 8.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. In the event that the Agency's payment for the Vendor is by Agency payment card/credit card, Vendor should allow for the cost of credit card fees in its bid pricing.
- 8.4 Return of Unacceptable Items:** At its own discretion, if the Agency deems the Contract Items to be unacceptable or not compliant with the contract terms, the Items shall be returned to Vendor at Vendor's expense with no restocking charge. At the Agency's



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direction, Vendor shall either: 1) arrange for the return as specified by the Agency or 2) permit the Agency to arrange for the Item's return, at the Agency's convenience, and reimburse Agency for delivery expenses. At the Agency's discretion, the returned product shall either be replaced on the returned date or as directed by the Agency, or the Agency shall receive a full credit or refund of the purchase price within three business days of the return.

- 8.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt. Vendor shall not charge a restocking fee if returned products are in a resalable condition, unused. 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, whichever is less.
- 8.6 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. 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 Vendor's written acknowledgement.
- 8.7 Deliveries made by Vendor shall consist only of the ATT A Contract Items, ordered by that ordering location. At no time shall property belonging to the WV Department of Transportation be utilized as a lay-down or storage facility by Vendor leaving any Items with the intent to distribute to any alternate location.**

**9. VENDOR DEFAULT:**

- 9.1 The following shall be considered a Vendor default under this contract:**
- 9.1.1 Failure to provide Contract Items in accordance with 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 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.**

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**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 Contract Items submitted unless a contract modification is approved in accordance with the provisions contained in this contract.

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

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

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

Contract Manager: Phillip Edwards  
Telephone Number: 1-304-887-6904  
Fax Number: \_\_\_\_\_  
Email Address: pedwards52@outlook.com

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

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

Phillip Edwards, Contract Mgr  
(Name, Title)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Address)

1-304-887-6904  
(Phone Number) / (Fax Number)

pedwards52@outlook.com  
(E-mail address)

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

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

GMAX Quarry Inc  
(Company)

Phillip Edwards, Contract Mgr  
(Authorized Signature) (Representative Name, Title)

Phillip Edwards, Contract Mgr  
(Printed Name and Title of Authorized Representative)

08-18-22  
(Date)

1-304-887-6904  
(Phone Number) (Fax Number)

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

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

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

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT2300000007**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

GMAX Quarry Inc  
Company

Phillip Edwards  
Authorized Signature

08/18/22  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

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

Enter VENDOR NAME: <i>GMAX Quarry Inc.</i>		Limestone, Sandstone, Gravel, Sand	Limestone, Sandstone, Gravel, Sand	Limestone, Sandstone, Gravel, Sand	Steel Slag	Cinders
1	Item A Class 1 Aggregate					
2	Item B Class 2 Aggregate					
3	Item C Class 10 Aggregate					
4	Item D AASHTO #1 Aggregate					
5	Item E AASHTO #3 Aggregate					
6	Item F AASHTO #4 Aggregate					
7	Item G AASHTO #467 Aggregate					
8	Item H AASHTO #57 Aggregate					
9	Item I AASHTO #67 Aggregate					
10	Item J AASHTO #7 Aggregate					
11	Item K AASHTO #8 Aggregate					
12	Item L AASHTO #9 Aggregate					
13	Item M Stone for Gabions	16.00				
14	Item N Fine Aggregate					
15	Item OA Limestone Standard Abrasives					
16	Item OB Sandstone Standard Abrasives					
17	Item OC Steel Slag for SRIC					
18	Item PA Limestone Modified Abrasives					
19	Item PB Sandstone Modified Abrasives					
20	Item Q Rip Rap					
21	Item R Shot Rock	16.00				
22	Item S AASHTO #8 Modified					
23	Item T AASHTO #9 Modified					
24	Item U Pea Gravel					
25	Item V #11 Limestone Abrasives					
26	Item W Quarry Waste					
27	Item Z Imbricated Stone					
28	Item AA Cinders					

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

X1	Haul, First Ton-Mile	1.50				
X2	Haul, Additional Ton-Mile	.50				

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

Y1	Haul, First Ton-Mile	1.50				
Y2	Haul, Additional Ton-Mile	.50				

Vendors Sources/Plants Source Locations information: Enter the plant Name, Physical Address, and Phone #	<i>GMAX Quarry Inc. 578 Black Wolf Road Gary, WI</i>	<i>1-304-887-6904</i>				
Vendors Storage information: Enter Location (physical address), Phone #						
Vendors Phone #, Email Address to contact for placing Orders:	<i>1-304-887-6904</i>	<i>pedwards@outlook.com</i>				
Vendors Phone #, Email Address to contact for Invoices:	<i>1-304-343-5666</i>	<i>becky@paxton-cpa.com</i>				
Vendors Phone #, Email Address to contact for Payment:	<i>1-304-343-5666</i>	<i>becky@paxton-cpa.com</i>				

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GMAXQU-C01

MCHENault

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
8/18/2022

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

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

<b>PRODUCER</b> Houchens Insurance Group 506 Wellington Way Lexington, KY 40503	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (859) 263-2771 FAX (A/C, No): (859) 263-1999 EMAIL ADDRESS: policy@higusa.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Imperium Insurance Company</td> <td>35408</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Imperium Insurance Company	35408	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b>  GMAX Quarry Inc 3324 Pennsylvania Ave Suite B Charleston, WV 25302														

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INED W/CD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER:		MNGIICGL000112900	5/1/2022	3/5/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE/AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		MNGIICCA000074500	5/1/2022	3/5/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		MNGIICCX000061400	5/1/2022	3/5/2023	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS BELOW	N/A	MNGIIC00002300	3/5/2022	3/5/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER**

**CANCELLATION**

West Virginia Division of Highways 2019 Washington Street E Charleston, WV 25306	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>A. Darlene Newsome</i>
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