

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

Proc Folder:

1704952

Doc Description: Stone & Agg Material & Delivery to Non-Established Locations

Reason for Modification:

Proc Type:

Agency Master Agreement

Date Issued Solicitation Closes Solicitation No Version 2025-06-19 2025-07-16 10:30 ARFO 0803 DOT2500000068

BID RECEIVING LOCATION

PROCUREMENT DIVISION

DIVISION OF HIGHWAYS

BLDG 6 RM 340A

1900 KANAWHA BLVD E

CHARLESTON

WV 25305

US

JUL 15'25 PM2:10 REC'D BUDGET - PROCURE

VENDOR

Vendor Customer Code: 000000199690

Vendor Name:

Atlas Towing Company

Address:

P. O. Box 1632

Street:

1334 Staunton Turnpike

City:

Parkersburg

State:

WV

Country: USA **Zip**: 26102

Principal Contact:

Vernon Criss

Vendor Contact Phone: 304-428-0341

Extension:

FOR INFORMATION CONTACT THE BUYER

Jeromie F Lanham 304-720-7383

jeromie.f.lanham@wv.gov

Vendor

Signature X(

55-0116594

DATE

7/15/25

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

Date Printed:

Jun 19, 2025

Page 1

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

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		SHIP TO		
		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORI		
No City WV		No City	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Class 1 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Class 1 Aggregate -Slag	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

Extended Description:

INVOICE TO		SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		LOCATIONS	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		
No City US	WV	No City US	WV		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Class 2 Aggregate -Slag	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO	English State of the State of t	SHIP TO		
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS		
AS INDICATED BY ORDER		AS INDICATED BY ORDER		
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Class 10 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

Extended Description:

INVOICE TO		SHIP TO		
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		LOCATIONS	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	AASHTO #3 Aggregate -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	AASHTO #3 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

Extended Description:

INVOICE TO		SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	LOCATIONS		
No City US	WV	No City US	WV		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	AASHTO #57 Aggregate -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				
1				

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO		
VARIOUS AGENCY LOCATIONS	,	VARIOUS AGENCY LOCATIONS	,	
AS INDICATED BY ORDER		AS INDICATED BY ORDER		
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	AASHTO #57 Aggregate -LSGS	0.00000	TON		

Manufacturer	Specification	Model #	
	Manufacturer	Manufacturer Specification	Manufacturer Specification Model #

Extended Description:

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		SHIP TO		
		VARIOUS AGENCY LOCATIONS AS INDICATED BY		
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	AASHTO #7 Aggregate -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
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SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO		Congression of the Congression o	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY OR			
No City US	WV	No City US	WV		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	AASHTO #7 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

Extended Description:

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		SHIP TO		
		LOCATIONS	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	AASHTO #8 MODIFIED -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO		
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS		
AS INDICATED BY ORDER		AS INDICATED BY ORDER		
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	AASHTO #8 MODIFIED -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

Extended Description:

INVOICE TO		SHIP TO	SHIP TO		
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORD	ER		
No City US	WV	No City US	WV		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	AASHTO #9 MODIFIED -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City US	WV	No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	AASHTO #9 MODIFIED -LSGS	0.00000	TON		

Model #	Specification	Manufacturer	Comm Code
			11111600
			11111600

Extended Description:

INVOICE TO		SHIP TO		NILY PROPERTY	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORD			
No City US	WV	No City US	WV		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Stone for Gabions -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO		
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS		
AS INDICATED BY ORDER		AS INDICATED BY ORDER		
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit issue	Unit Price	Total Price
31	Fine Aggregate (PCC or Mortar Sand) -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

Extended Description:

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		SHIP TO		
		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Limestone Standard Abrasives -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO		
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS		
AS INDICATED BY ORDER		AS INDICATED BY ORDER		
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Sandstone Standard Abrasives -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

Extended Description:

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		SHIP TO		
		VARIOUS AGENCY LOCATIONS AS INDICATED BY O		
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Limestone MODIFIED Abrasives -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Sandstone Modified Abrasives -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

Extended Description:

INVOICE TO		SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY C			
No City US	WV	No City US	WV		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
42	#11 Limestone Abrasives -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO		
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS		
AS INDICATED BY ORDER		AS INDICATED BY ORDER		
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
43	Quarry Waste -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

Extended Description:

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
46	Shot Rock -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
47	Imbricated Stone	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11111600				

Extended Description:

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		SHIP TO	SHIP TO		
		VARIOUS AGENCY LOCATIONS AS INDICATED BY O	RDER		
No City US	WV	No City US	WV		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
50	Haul, Additional Ton-Mile (Contract Items 1-43)	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #	
78121601				

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO		
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS		
AS INDICATED BY ORDER		AS INDICATED BY ORDER		
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
51	Haul, First Ton-Mile (Contract Items 44-47)	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #	
78121601				

Extended Description:

	Document Phase	Document Description	Page 29
DOT2500000068		Stone & Agg Material & Delivery to Non-Established Locations	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

VENDOR INSTRUCTIONS: Vendor shall provide their Source Plant address and bid pricing for the Contract Item listed below. Failure to provide Source Plant locations will result in the disqualification of the entire bid. If Vendor needs additional space to list their plants, please use the Supplemental to ATT A. This is a multiple vendor award contract. Vendor may bid any or all Contract Items. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the Contract Specifications. No future use of this Contract is guaranteed or implied. Estimated quantities are not available.

VENDOR NAME: ATLAS TOWING COMPANY

Source Plant Names & Addresses:

(Please provide a negative (-) with the longitudes.)

NOTE: Use Supplemental attachment if additional space is needed.

Name:	Mulzer Crushed Stone	Latitude:	38.062
Address:	New Amstercam Quarry	Longitude:	-86.265
Name:	Mulzer Crushed Stone	Latitude:	38.47
Address:	Charlestown Quarry	Longitude:	-85.577
Name:	Mulzer Crushed Stone	Latitude:	38.133
Address:	Cape Sandy Quarry	Longitude:	-86.35
Name:	Mulzer Crushed Stone	Latitude:	38.634708
Address:	Maysville Quarry	Longitude:	-83.708955
Name:	Hilltop Materials	Latitude:	38 4'29".57 N
Address:	Battleground Quarry	Longitude:	86 16'52.96"W
Name:	Hilltop Materials	Latitude:	38 9'21.63"N
Address:	Big Bend	Longitude:	86 17'39.44"W
Name:		Latitude:	
Address:		Longitude:	

Contract Item	Description	Composition*	Unit of Measure	Bid Price
1	Class 1 Aggregate	Limestone Only	Tons	\$35.65
2	Class 1 Aggregate	LSGS	Tons	
3	Class 1 Aggregate	Slag	Tons	
4	Class 2 Aggregate	Limestone Only	Tons	\$35.65
5	Class 2 Aggregate	LSGS	Tons	
6	Class 2 Aggregate	Slag	Tons	
7	Class 10 Aggregate	LSGS	Tons	
8	AASHTO #1 Aggregate	Limestone Only	Tons	\$36.81
9	AASHTO #1 Aggregate	LSGS	Tons	
10	AASHTO #3 Aggregate	Limestone Only	Tons	\$36.81
11	AASHTO #3 Aggregate	LSGS	Tons	
12	AASHTO #4 Aggregate	LSGS	Tons	\$36.81
13	AASHTO #467 Aggregate	LSGS	Tons	\$36.81
14	AASHTO #57 Aggregate	Limestone Only	Tons	\$36.81
15	AASHTO #57 Aggregate	LSGS	Tons	
16	AASHTO #67 Aggregate	Limestone Only	Tons	
17	AASHTO #67 Aggregate	LSGS	Tons	
18	AASHTO #7 Aggregate	Limestone Only	Tons	
19	AASHTO #7 Aggregate	LSGS	Tons	
20	AASHTO #8 Aggregate	Limestone Only	Tons	\$36.81
21	AASHTO #8 Aggregate	LSGS	Tons	
22	AASHTO #8 MODIFIED	Limestone Only	Tons	
23	AASHTO #8 MODIFIED	LSGS	Tons	\$43.81

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

VENDOR NAME: ATLAS TOWING COMPANY

Source Plant Names & Addresses:

(Please provide a negative (-) with the longitudes.)

NOTE: Use Supplemental attachment if additional space is needed.

Name:	Mulzer Crushed Stone	Latitude:	38.062
Address:	New Amstercam Quarry	Longitude:	-86.265
Name:	Mulzer Crushed Stone	Latitude:	38.47
Address:	Charlestown Quarry	Longitude:	-85.577
Name:	Mulzer Crushed Stone	Latitude:	38.133
Address:	Cape Sandy Quarry	Longitude:	-86.35
Name:	Mulzer Crushed Stone	Latitude:	38.634708
Address:	Maysville Quarry	Longitude:	-83.708955
Name:	Hilltop Materials	Latitude:	38 4'29".57 N
Address:	Battleground Quarry	Longitude:	86 16'52.96"W
Name:	Hilltop Materials	Latitude:	38 9'21.63"N
Address:	Big Bend	Longitude:	86 17'39.44"W
Name:		Latitude:	
Address:		Longitude:	

Contract Item	Description	Composition*	Unit of Measure	Bid Price
24	AASHTO #9 Aggregate	Limestone Only	Tons	
25	AASHTO #9 Aggregate	LSGS	Tons	
26	AASHTO #9 MODIFIED	Limestone Only	Tons	
27	AASHTO #9 MODIFIED	LSGS	Tons	
28	AASHTO #10 Aggregate	Limestone Only	Tons	
29	Stone for Gabions	Limestone Only	Tons	\$39.81
30	Stone for Gabions	LSGS	Tons	
31	Fine Aggregate (PCC or Mortar Sand)	LSGS	Tons	
32	Trail Surface Aggregate	LSGS	Tons	
33	Limestone Standard Abrasives	Limestone Only	Tons	
34	Limestone Standard Abrasives	LSGS	Tons	
35	Sandstone Standard Abrasives	LSGS	Tons	
36	Steel Slag for SRIC	Slag	Tons	
37	Limestone MODIFIED Abrasives	Limestone Only	Tons	
38	Limestone MODIFIED Abrasives	LSGS	Tons	
39	Sandstone MODIFIED Abrasives	LSGS	Tons	
40	Cinders	Cinders	Tons	
41	Pea Gravel	LSGS	Tons	
42	#11 Limestone Abrasives	LSGS	Tons	
43	Quarry Waste	LSGS	Tons	
44	Rip Rap	LSGS	Tons	
45	Shot Rock	Limestone Only	Tons	
46	Shot Rock	LSGS	Tons	
47	Imbricated Stone	LSGS	Tons	
48	Spreading Surcharge/Tailgating		Tons	
49	Haul, First Ton-Mile (Contract Items 1-43)		Mile	\$10.00
50	Haul, Additional Ton-Mile (Contract Items 1-43)		Mile	\$0.80
51	Haul, First Ton-Mile (Contract Items 44-47)		Mile	
52	Haul, Additional Ton-Mile (Contract Items 44-47)		Mile	

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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"** or "**Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 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 State and the Vendor to provide the goods or services requested in the Solicitation.
- **2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- **2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "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.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's
receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days. Upon completion of the
work covered by the preceding sentence, the vendor agrees that:
the contract will continue for years;
the contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).
One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as), and continues until the project for which the vendor is providing oversight is complete.
Other: Contract Term specified in
4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.
5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
Open End Contract: Quantities listed in this Solicitation/Award Document 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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

vendor must maintain:
Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.
Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least an amount of: per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence.
Cyber Liability Insurance in an amount of: per occurrence.
Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
Pollution Insurance in an amount of: per occurrence.
Aircraft Liability in an amount of: per occurrence.

- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 19. CANCELLATION: The Purchasing Division Director 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 Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- **20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.
- 21. 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.
- 22. COMPLIANCE WITH LAWS: 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.
 - **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. 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.

31. 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.

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

- 33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, 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.
- 34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

- **39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- 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 Purchasing Division via email at purchasing.division@wv.gov.
- **40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, 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.
- 41. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.
 - c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. 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
 - 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.

- **44. 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.
- **45. 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.
- **46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

SOLICITATION NUMBER: ARFQ DOT2500000068 Addendum Number: 1

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

App	licable	e A	ddendum Category:
	[1	Modify bid opening date and time
	[1	Modify specifications of product or service being sought
	[🗸	1	Attachment of vendor questions and responses
	[1	Attachment of pre-bid sign-in sheet
	[I	Correction of error
	[1	Other
Des	criptio	n o	f Modification to Solicitation:
Αſ	DDEND	UN	1 1 IS ISSUED FOR THE FOLLOWING REASONS:
4	TO AT	ΤΛ.	CH DESDONSES TO OLIESTIONS EDOM VENDODS

1. TO ATTACH RESPONSES TO QUESTIONS FROM VENDORS

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

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ARFQ DOT2500000068

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.

necessary revisions to my proposal, plans and/or specification, etc.
Addendum Numbers Received: (Check the box next to each addendum received)
Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 3 Addendum No. 4 Addendum No. 9 Addendum No. 5 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.
ATLAS TOLSING COUPINY
Company
Authorized Signature
7/15/25

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

Date

Stone & Aggregate (Pick Up CRFQ DOT25*75; Delivery to Established Locations CRFQ DOT25*76; Delivery to Non-Established Locations ARFQ DOT25*68)

Responses to Questions from Vendors

Question 1

Non-Conforming Sub-lots (Section 3.2.3.3 on the Pickup by Agency): Within the section two different methods of price reduction is detailed... the first outlines a method of reducing the number of tons to be paid at the full price, the second outlines a method which reduces the cost paid. Just curious why the necessity for both to be described and which method is actually being used.

Answer 1

The first method described in Section 3.2.3.3 (Non-Conforming Sub-lots) determines the total adjusted price for the specific quantity picked up from a stockpile with a single non-conforming sub-lot. The second method described is to be used in addition to the first method in the event there are two or more non-conforming sub-lots within the stockpile.

Example: if there are two sub-lots of non-conforming material within the stockpile, the adjusted payment on the quantity to be picked up is to be determined separately for each non-conforming sub-lot using the first method described above. Add the two adjusted payments together and subtract from the total price to be paid before the adjustment for tonnage picked up.

Question 2

Section 4.4 – Contract Award Transition: Why was the language changed? As written, the DOH can essentially hold a vendor to an indefinite amount of time.

Answer 2

Our Contract Transition language changed as it was contradictory to the Delivery Order Limitations language in Section 3 of the Terms and Conditions. An ADO can be valid for up to one year from the issued date.



CERTIFICATE OF LIABILITY INSURANCE

3/19/2025

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 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	CONTACT Irlene Barnhouse					
Reagle & Padden, Inc.	PHONE (A/C, No, Ext): (304)422-8476 FAX (A/C, No): (304)					
200 Star Avenue, Suite 210	E-MANL ADDRESS: irlene@reagle-padden.com					
Parkersburg, WV 26101	PRODUCER CUSTOMER ID #: 00004303					
	INSURER(S) AFFORDING COVERAGE		NAIC #			
INSURED	MSURER A: Cincinnati Insurance Co.		10677			
Atlas Towing Company	INSURER B: RLI Insurance Company					
PO Box 1632	INSURER C: Starr Indemnity Insurance Co. 38					
Parkersburg, WV 26102-1632	MSURER D: Water Quality Ins Co					
	INSURER E: Great American Spirit Ins	3 Co				
	INSURERF: American Longshore Mutual	l Asso				

COVERAGES

CERTIFICATE NUMBER: CL2531909329

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 REDLICED BY PAID CLAIMS.

NSR TR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MIN/DD/YYYY)	LIMIT	3	
A	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
В	CLAIMS-MADE X OCCUR	х		ENP0158387	9/20/2024	9/20/2025	MED EXP (Any one person)	\$	5,000
	X Marine Liabliity			MRP0100555	9/20/2024	9/20/2025	PERSONAL & ADV INJURY	\$	1,000,000
D	X Pollution Liability			57-23030	9/20/2024	9/20/2025	GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			Liability, Wharfingers,			PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY PRO-			Pollution, P&I			Separate Limits	\$	1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO			EBA0158387	9/20/2024	9/20/2025	BODILY INJURY (Per person)	\$	
A	ALL OWNED AUTOS		EDAU 136367				BODILY INJURY (Per accident)	\$	
	SCHEDULED AUTOS HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	NON-OWNED AUTOS					Uninsured motorist BI-single limit	\$	1,000,000	
1						Underinsured motorist BI single limit	\$	1,000,000	
A	X UMBRELLALIAB OCCUR			ENP0158387	9/20/2024	9/20/2025	EACH OCCURRENCE	\$	4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DEDUCTIBLE							\$	
C	X RETENTION \$ 10,000			MASILCH00021524	9/20/2024	9/20/2025	Bumbershoot	\$	3,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU- TORY LIMITS OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N3 / A		NC 0000 01 A	2/24/2025	2/24/2026	E.L. EACH ACCIDENT	\$	1,000,000
F	OFFICERMEMBER EXCLUDED? (Mandatory in NH)	N/A	ALMA02390-01 (Longshore WC)	2/24/2025	2/24/2026	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	Inland Marine - Land			ENP0158387	9/20/2024	9/20/2025			
В	Inland Marine - Water			MRP0100555	9/20/2024	9/20/2025			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is additional insured in regard to general liability

CERTIFIC.	ATE	HOL	DER

CANCELLATION

WV Division of Highways 1900 Kanawha Blvd East Charleston, WV 25305 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Irlene Barnhouse/INB

She Gr. Barnhause

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2025

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PRODUCER	NAME: Trlene Barnhouse					
Reagle & Padden, Inc.	PHONE (A/C, No, Ext): (304)422-8476 FAX (A/C, No): (30-					
200 Star Avenue, Suite 210	E-MAH. ADDRESS: irlene@reagle-padden.com PRODUCER CUSTOMER ID #: 00004303					
Parkersburg, WV 26101						
	INSURER(S) AFFORDING COVERAGE					
INSURED	INSURERA: Cincinnati Insurance Co.					
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PO Box 1632						
Parkersburg, WV 26102-1632						
	INSURER E: Great American Spirit Ins Co					
	INSURER F: American Longshore Mutual Asso					

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NSR LTR	TYPE OF INSURANCE	ADDL :		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
В	CLAIMS-MADE X OCCUR		ENP0158387	9/20/2024	9/20/2025	MED EXP (Any one person)	\$	5,000
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	AUTOMOSILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
	X ANY AUTO	1 1	EBA0158387	9/20/2024	0.00.0005	BODILY INJURY (Per person)	\$	
A	ALL OWNED AUTOS		EBA013838/	372072024	9/20/2025	BODILY INJURY (Per accident)	\$	
	SCHEDULED AUTOS HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
1	NON-OWNED AUTOS					Uninsured motorist BI-single limit	\$	1,000,000
						Underinsured motorist BI single limit	\$	1,000,000
A	X UMBRELLA LIAB OCCUR		EXP0158387	9/20/2024	9/20/2025	EACH OCCURRENCE	\$	4,000,000
	X EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
	DEDUCTIBLE	1					\$	
C	X RETENTION \$ 10,000		MASILCH00021524	9/20/2024	9/20/2025	Bumbershoot	\$	3,000,000
E	WORKERS COMPENSATION				1	X WC STATU- TORY LIMITS OTH- ER		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	l	MC 0000 01 A	2/24/2025	2/24/2026	E.L. EACH ACCIDENT	\$	1,000,000
F	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)]N/A	ALMA02390-01 (Longshore WC)	2/24/2025	2/24/2026	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	Inland Marine - Land		ENP0158387	9/20/2024	9/20/2025			
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Building Supplies

CERTIFICATE HOLDER

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