

**ALL BIDS MUST BE SUBMITTED**

**AS ONE ORIGINAL + ONE COPY**

**BY 11:00 A.M.**

**DATE OF BID OPENING**

**ALL SEALED BIDS MUST BE LABELED**

**Joint Municipal Purchasing  
Contract No. 100323-JMPP-Winter**

**The following forms must be signed and returned with Bid Proposal. If the following forms are not signed and returned with Bid Proposal, your bid proposal will not be considered.**

- 1. Proposal Form**
- 2. Signature Page**
- 3. Anti-Collusion Affidavit**
- 4. Requirements for Vendors doing Business with WC**
- 5. Excel Spreadsheet Pricing Listing**

## NOTICE TO BIDDERS

**SEALED BIDS** for the furnishing of varied quantities of Calcium Chloride, Cold Patch, Anti-Skid Aggregates, Anti-Skid Coal Ash, Oil, Antifreeze, Hydraulic Fluid, Windshield Washer Fluid and other items denoted in the bid excel sheet for the Winter 2023 JMPP will be received at the Office of the County Controller, 100 West Beau Street, Suite 403, Courthouse Square Office Building, Washington, PA 15301, until 11:00 A.M. Prevailing Time, on Tuesday, October 3, 2023 and immediately opened and read aloud therein. These bid proposals are being accepted by Washington County for participating municipalities in the Washington County Joint Municipal Purchasing Council. **Late Bids will not be accepted.**

The above-mentioned bid document may be obtained from the Washington County website at [www.co.washington.pa.us](http://www.co.washington.pa.us). Vendors receiving bid request documents from the website are responsible for checking for contract changes at the website.

All bids must be submitted as **ONE ORIGINAL + ONE (UNBOUND) COPY** according to the specifications and upon a uniform bid document blank. Bidders may email their written request to the Washington County Purchasing Office to Dalton Thompson at [dalton.thompson@co.washington.pa.us](mailto:dalton.thompson@co.washington.pa.us) or to Randy Vankirk at [vankirk@co.washington.pa.us](mailto:vankirk@co.washington.pa.us). Any requests for clarifications are due to be received no later than ten days prior to bid opening. Inquiries will not be accepted orally or via phone.

**Bid Securities are not required.**

**Washington County will not be held responsible for any incorrect information obtained from any source other than from Washington County.**

**SEALED BID ENVELOPE MUST BE MARKED:**

**BID: Winter Joint Municipal Purchasing  
Contract No. 100323-JMPP Winter**

The Washington County Commissioners reserve the right to reject any or all bid proposals.

ATTEST:

CYNTHIA B GRIFFIN  
CHIEF CLERK

WASHINGTON COUNTY COMMISSIONERS:

DIANA IREY VAUGHAN, CHAIR  
LARRY MAGGI, VICE CHAIR  
NICK SHERMAN

**To be advertised: September 7<sup>th</sup> and September 14<sup>th</sup>, 2023**

PROPOSAL FORM

CONTRACT: JMPP WINTER 2023  
WASHINGTON COUNTY  
JOINT MUNICIPAL PURCHASING COUNCIL

DATE: 9/29/23

TO: WASHINGTON COUNTY COMMISSIONERS  
CROSSROADS BUILDING  
WASHINGTON, PA 15301

In accordance with the advertisement of the Washington County Commissioners, Crossroads Building, Washington, Pennsylvania, inviting bids for the furnishing of varied quantities of Calcium Chloride, Cold Patch, Anti-Skid Aggregates, Anti-Skid Coal Ash, Oil, Antifreeze, Hydraulic Fluid, Windshield Washer Fluid and other items denoted in the bid excel sheet for the Washington County Joint Municipal Purchasing Council, Washington, Pennsylvania, having examined the attached specifications and understanding the same, the undersigned proposes to furnish and comply with all of said specifications.

ATTEST: Cindy Runtz Arcosa Aggregates  
(Secretary if bid by a Corporation) Name of Bidder

ADDRESS: 2404 Cranberry Sq.  
Morgantown, WV 26508

[Signature] James Yondura  
(Signature of Bidder) (Typed Name of Bidder-Must be an Officer)

Phone #: 304-212-1483

EMAIL: james.yondura@arcosa.com

FAX: 304-777-2729

WE ARE REQUIRED TO ISSUE A FORM 1099 FOR PAYMENTS PROCESSED  
THIS FORM (Page 2) MUST BE RETURNED WITH BID PROPOSAL

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Laurel Aggregates of Delaware LLC**

2 Business name/disregarded entity name, if different from above

**dba Arcosa Aggregates**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**500 N. Akard Street, Suite 400**

6 City, state, and ZIP code

**Dallas, TX 75201**

Requester's name and address (optional)

7 List account number(s) here (optional)

See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				

or

Employer identification number									
4	5		5	2	1	7	9	0	0

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person ▶



Date ▶ 03/18/2022

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

VENDOR MUST SUBMIT UNIT COST PRICES AS REQUESTED IN BID PROPOSAL. FAILURE TO SUBMIT UNIT COSTS EXACTLY AS REQUESTED WILL CAUSE YOUR BID ON THAT ITEM NOT TO BE CONSIDERED. ALSO, DUPLICATE BIDS ON ONE ITEM ARE UNACCEPTABLE. ALL AWARDS WILL BE ON THE UNIT COST. UNIT COSTS SUBMITTED BY VENDOR MUST CALCULATE OUT EVENLY TO THE CASE COST AND TOTAL COST. THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY INCORRECT UNIT COSTS SUBMITTED BY THE VENDOR. BID DOCUMENTS WHICH ARE NOT SIGNED BY INDIVIDUALS MAKING THEM SHALL HAVE ATTACHED THERETO A POWER OF ATTORNEY WITH AUTHORITY TO SIGN THE DOCUMENT IN THE NAME OF THE PERSON FOR WHOM IT IS ASSIGNED. BID DOCUMENTS SIGNED FOR A CORPORATION SHALL HAVE THE CORRECT CORPORATE NAME THEREON, AND THE SIGNATURE OF THE PRESIDENT OR THE PRESIDENT OR OTHER AUTHORIZED OFFICER OF THE CORPORATION MANUALLY WRITTEN BELOW THE CORPORATE NAME FOLLOWING THE WORD "BY \_\_\_\_\_." ANY DOCUMENT MANUALLY SIGNED BY AN OFFICIAL OTHER THAN THE PRESIDENT OF THE CORPORATION SHALL HAVE ATTACHED TO IT A CERTIFIED COPY OF A RESOLUTION OF THE BOARD OF DIRECTORS DIRECTING AUTHORITY OF SUCH OFFICIAL TO SIGN THE BID DOCUMENT. THE BID DOCUMENT SHALL ALSO BEAR THE ATTESTING SIGNATURE OF THE SECRETARY OF THE CORPORATION, AND THE IMPRESSION OF THE CORPORATE SEAL.

Arcosa Aggregates

**Name of Bidder**

ADDRESS: 2404 Cranberry Sq.  
Morgantown, WV 26508



(Signature of Bidder)

James Yondura

(Typed Name of Bidder-Must be an Officer)

Phone #: 304-212-1483

EMAIL: james.yondura@arcosa.com

FAX: 304-777-2729

**THIS FORM MUST BE COMPLETED AND ATTACHED WITH ORIGINAL BID PROPOSAL.**

ANTI-COLLUSION AFFIDAVIT  
WASHINGTON COUNTY, PA

The undersigned deponent, deposes and says that he is the Sales manager of the bidder; that he is authorized to make this statement on behalf of the bidder, and he hereby certifies on behalf of the bidder that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement for the purpose of restricting Competition with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid submitted by the bidder is made in good faith and not pursuant to any

agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) The bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

(6) The bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

(7) I have made a diligent inquiry of all members, officers, employees, and agents of the bidder with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other inconsistent with any of the statements and representations made in this Statement.

(8) No attempt has been made to take any action in restraint of free competitive bidding in connection with the bid.

(9) It is understood that if any incidents resulting in conviction or being found liable are, set forth in (10) below, the Pennsylvania Anti Bid Act, 73 P.S. 1611 et seq. provides that it does not prohibit a governmental agency from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment at the discretion of a government agency under rules and regulations of that agency (language omitted).

(10) Arcosa Aggregates its affiliates,  
(NAME OF BIDDER)

subsidiaries, officers, directors and employees are not aware that they are currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I hereby state that

Arcosa Aggregates  
(BIDDER)

understands and acknowledges that the above representations are material and important, and will be relied on by Washington County, Pennsylvania in awarding the contract(s) for which this bid is submitted. I understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Washington County, Pennsylvania of the true facts relating to the submission of bids for this contract.

Arcosa Aggregates  
(BIDDER)

By: James N. Davis

Sworn to and subscribed before me the undersigned notary public this

27 day of September, 20 23

James N. Davis  
NOTARY PUBLIC

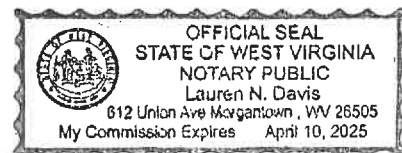
My Commission Expires: April 10, 2025

Contractor:

By: [Signature] / Arcosa App.

Printed Name: James Yandura

Title: Sales Manager



## REQUIREMENTS FOR VENDORS DOING BUSINESS WITH WASHINGTON COUNTY

The awarded vendor must furnish and keep in full force, during the term of this contract, the following insurances:

Unless waived by the County in writing, Contractor shall obtain insurance of the types and in the amounts described below:

(1) Commercial General and Umbrella Liability Insurance.

(a) Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 each occurrence unless specified on addendum XXX. If such CGL insurance obtains a general aggregate limit, it shall apply separately to this location or project. CGL insurance shall be written on ISO occurrence form (or substitute form providing equivalent coverage). County of Washington shall be included as an insured under the CGL, using ISO additional insured endorsement CG2026 or a substitute providing equivalent coverage, and under the Commercial Umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to County of Washington. There shall be no endorsement or modification of the CGL policy which limits coverage for liability arising from claims based on sexual abuse or molestation. If such an endorsement has been added to the Contractor's CGL insurance, Contractor shall be required to obtain separate insurance coverage for claims based on sexual abuse or molestation.

(2) Business Automobile and Umbrella Liability Insurance.

(a) Contractor shall maintain Business Automobile Liability, and if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile, including owned, hired and non-owned automobiles. Business automobile coverage shall be written on ISO form CA0001 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of CA0001.

(3) Workers Compensation Insurance.

Contractor shall maintain Workers Compensation and Employers Liability Insurance.

(a) The Employers Liability and/or Umbrella Liability limits shall not be less than \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease, \$500,000 policy limit for bodily injury by disease.

(4) Insurance Requirements for all Policies.

(a) Contractor waives all rights against County of Washington and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Commercial General

Liability, Automobile Liability, or Umbrella Liability Insurance maintained pursuant to previous paragraph of this agreement.

(b) By requiring insurance herein, County of Washington does not represent that coverage and limits will necessarily be adequate to protect contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's Liability under the indemnities granted to County of Washington in this contract.

(c) If Contractor's Liability does not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide Cross-Liability coverage.

(d) Prior to the commencement of terms of this contract, contractor shall furnish County of Washington with a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

(e) All certificates of insurance shall provide for 30 days' written notice to County of Washington prior to the cancellation or material change of any insurance referred to therein.

(f) Failure of County of Washington to demand such certificate or other evidence of full compliance with these insurance requirements or failure of County of Washington to identify a deficiency from evidence that is provided shall not be construed as a waiver of contractor's obligation to maintain such insurance.

(g) Failure to maintain the required insurance may result in termination of this contract or other punitive measures, such as withholding payments or denying access to the premises at County of Washington's option.

(h) The contractor must agree to hold harmless and indemnify Washington County and its officials from and against any and all liability arising out of any action, claimed demand, suit, or cause of action which may be made or asserted against the County of Washington and its officials by reason of any acts of the agency, or its performance of the services contemplated by this contract. The contractor insurance policy including: Commercial General Liability, Automobile Liability, or Umbrella Liability Insurance must be endorsed to include the County of Washington as additional insured.

(i) Certificates of Insurance must be delivered to Washington County within five (5) days after the award evidencing these coverages.

(j) Insurance as required in the foregoing paragraphs shall be placed with an insurer acceptable to the County with a Best Rating of A- or better.

Contractor:

By:

Printed Name:

Title:

*[Signature]*  
James Yandura  
Sales Manager

(100323-JMPP) Joint Municipal Purchasing Program-Washington County Winter 2023

Submitting Vendor Arcosa Aggregates

Date 9/29/23

Signature 

Bid Doc Item#	Material/Location	Unit/Estimated Amount	Price For FOB Plant	Signature	Notes
1	Sodium Chloride (Salt)	Tons			
	Amwell	1000			
	Beallsville	22			
	Washington County Parks	100			
	Deemston	120			
	Donegal	1000			
	Fallowfield	1000			
	Houston	250			
	Independence	250			
	Marianna	125			
	Monongahela City	300			
	Nottingham	300			
	South Strabane	500			
	West Bethlehem	200			
	West Finley	40			
	<b>Total:</b>	<b>5,207 Ton Estimate</b>			
2.1	Anti-Skid Coal Ash Type 1	Tons			
	Washington County Parks	100			\$ 30.00
	Cross Creek	100			\$ 32.00
	Deemston	120			\$ 27.00
	Donegal	100			\$ 33.00
	Fallowfield	200			\$ 27.00
	Hopewell	500			\$ 32.00



	North Strabane	40		\$ 29.00
	Nottingham	300		\$ 29.00
	West Finley	200		\$ 33.00
	<b>Total:</b>	<b>1,660 Ton Estimate</b>		
2.2	Anti-Skid Coal Ash Type 1A	Tons		
	Centerville	1500		\$ 26.00
	Washington County Parks	100		\$ 30.00
	Cross Creek	100		\$ 32.00
	Deemston	120		\$ 27.00
	Donegal	100		\$ 33.00
	Hopewell	500		\$ 32.00
	Nottingham	300		\$ 29.00
	South Strabane	500		\$ 28.00
	<b>Total:</b>	<b>3,220 Ton Estimate</b>		
2.3	Anti-Skid Coal Ash Type 4	Tons		
	Cross Creek	100		\$ 32.00
	Hopewell	500		\$ 32.00
	West Bethlehem	120		\$ 28.00
	<b>Total:</b>	<b>720 Ton Estimate</b>		
3.1	Anti-Skid Aggregate Type AS1	Tons		
	Buffalo	200		
	Donegal	500		
	Hopewell	50		
	<b>Total:</b>	<b>750 Ton Estimate</b>		
3.2	Anti-Skid Aggregate Type AS2/3	Tons		
	Donegal	500		
	Hopewell	50		
	<b>Total:</b>	<b>550 Ton Estimate</b>		

3.3	Anti-Skid Aggregate: Type A-4	Tons			
	Buffalo	200			
	Hopewell	50			
	Independence	1400			
	West Bethlehem	200			
	<b>Total:</b>	<b>1,850 Ton Estimate</b>			
4	Cold Patch	Tons	Price For FOB Plant	Price for Delivered	Notes
	Buffalo	10			
	Carroll	20			
	Cross Creek	20			
	Donegal	60			
	Fallowfield	22			
	Hopewell	25			
	Houston	30			
	Independence	120			
	Marianna	10			
	Monongahela City	25			
	North Strabane	5			
	Nottingham	20			
	South Strabane	100			
	West Finley	20			
	<b>Total:</b>	<b>487 Ton Estimate</b>			
5.1	Calcium Chloride	Pellet Bags	Price For FOB Plant	Price for Delivered	Notes
	Carroll	6			
	North Strabane	50			
	South Strabane	20			
	<b>Total:</b>	<b>76 Bag Estimate</b>			
5.2	Calcium Chloride	Pellet Tons	Price For FOB Plant	Price for Delivered	Notes

	<b>Total</b>								
6.1	5W30 Motor Oil	Drums	Price For FOB Plant	Price for Delivered	Notes				
	Carroll	1							
	Chartiers	1							
	Houston (Cases Only)	4 Cases							
	North Strabane	2							
	<b>Total:</b>	<b>4 Drum Estimate</b>							
6.2	10W30 Motor Oil	Drums	Price For FOB Plant	Price for Delivered	Notes				
	Chartiers	1							
	<b>Total:</b>	<b>1 Drum Estimate</b>							
6.3	10W40 Motor Oil	Drums	Price For FOB Plant	Price for Delivered	Notes				
	Chartiers	1							
	<b>Total:</b>	<b>1 Drum Estimate</b>							
6A	15W40 Motor Oil	Gallons	Price For FOB Plant	Price for Delivered	Notes				
	Hopewell	100							
	<b>Total:</b>	<b>100 Gallon Estimate</b>							
6B	15W40 Motor Oil	Drums	Price For FOB Plant	Price for Delivered	Notes				
	South Strabane	1							
	<b>Total:</b>	<b>1 Drum Estimate</b>							
7	Antifreeze	Drums	Price For FOB Plant	Price for Delivered	Notes				
	Carroll	2							
	Chartiers	1							
	Donegal	1							
	Hopewell	2							
	Houston (Cases Only)	2 Cases							
	Nottingham	2							
	West Bethlehem	1							

	<b>Total:</b>	<b>9 Drum Estimate</b>			
8	Hydraulic Fluid	Drums	Price For FOB Plant	Price for Delivered	Notes
	Carroll	1			
	Chartiers	2			
	Washington County Parks	2			
	Donegal	1			
	North Strabane	1			
	Nottingham	1			
	South Strabane	2			
	West Bethlehem	2			
	<b>Total:</b>	<b>12 Drum Estimate</b>			
9.1	Windshield Washer Fluid	Gallons	Price For FOB Plant	Price for Delivered	Notes
	Carroll	36			
	<b>Total</b>	<b>36 Gallon Estimate</b>			
9.2	Windshield Washer Fluid	Case	Price For FOB Plant	Price for Delivered	Notes
	South Strabane	10			
	<b>Total</b>	<b>10 Case Estimate</b>			