

SOLICITATION NUMBER: 2025-30 Portland Cement

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as **2025-30 Portland Cement** ("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 2 is issued to modify the estimated amount of contract items being sought, to correct the Pricing Page to reflect the correct estimated amount and to add the specification that the unit price will not change based on the amount of product ordered.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith 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.

REQUEST FOR QUOTATION
City of Charleston, WV
2025-25 Portland Cement

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The City of Charleston, WV (the City) is soliciting bids for an open-end agreement for Portland Cement Concrete.

Based on prior usage, the City anticipates purchasing approximately 245 cubic yards of Portland Cement. The City will only pay for the quantity purchased and is not obligated to purchase the amount estimated by these specifications. The City will pay on a per cubic yard basis. The unit price of the items will not change based on the amount ordered.

The successful vendor will deliver Portland Cement Concrete on an as needed basis to various project sites located within the City of Charleston.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.

2.1 **“Contract Items”** means Portland Cement Concrete measured by cubic yards.more fully defined by these specifications.

2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the City of Charleston, WV with goods or services that is published on the City’s website located at <https://charlestonwv.gov/bids-purchasing/current-bids>

3. **Mandatory Contract Item Requirements:** Contract Items must meet or exceed the mandatory requirements listed below:

3.1 Must be air-entrained.

3.2 Must conform to West Virginia Department of Transportation Standard Specifications for Roads and Bridges, Section 601, as adopted in 2023, and all applicable supplements and amendments thereto.

3.2 **Classes of Concrete:** The normal concrete consistency required for most City projects is approximately a three-inch (3”) slump. The bags of cement per cubic yard may be reduced with the inducement of a water reducing agent, but all other requirements as listed in the chart below must be maintained in order to produce the necessary compressive

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strength (psi). Upon request, the contractor shall produce to the City a set of test cylinders and written proof of the required psi.

CLASSES OF CONCRETE

Item Number	Class of Concrete	28-Day Compressive Strength (psi)	Target Cement Factor lbs/ Cubic Yard	Maximum Water Content lbs. of water/lb of Cement	Coarse Aggregate Size	Percent Entrained Air
1	A	3500	682	0.51	7, 78, 8	7 ½
2	B	3000	564	0.49	57, 67	7
3	C	2500	494	0.58	3, 57, 4, 67	6
4	D	2000	400	0.62	3, 4	5 ½
5	Controllable Low Strength Material (commonly called “Flow-Able Fill”)					

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide the City with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete a Pricing Page to provide to the City in full as failure to complete the Pricing Page in its entirety may result in Vendor’s bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

4.3 PAYMENT: Vendor shall accept payment in accordance with the payment procedures of the City of Charleston, WV.

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5. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 10 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to various project sites throughout the City of Charleston.
- 6.2 Late Delivery:** The City must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to the City will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the location referenced in Section 6.1.
- 6.4 Return of Unacceptable Items:** If the City deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. The vendor should arrange for the return within five (5) days of being notified that items are unacceptable or permit the City to arrange for the return and reimburse the City for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the City with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the City's location. The returned product shall either be replaced, or the City shall receive a full credit or refund for the purchase price, at the City's discretion.
- 6.5 Return Due to City Error:** Items ordered in error by the City will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

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7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Items provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to City upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

PRICING PAGE

We agree to provide the City of Charleston, WV the above Contract Items described in the attached specifications for the price listed below:

Item Number	Class of Concrete	Unit Price	UM	Estimated Quantity	TOTAL
1	A	\$	CY	90	\$
2	B	\$	CY	35	\$
3	C	\$	CY	25	\$
4	D	\$	CY	25	\$
5	Flow-Able Fill	\$	CY	45	\$
	Fuel Surcharge	\$	EA	20	
GRAND TOTAL:					\$

QUANTITIES ARE FOR BIDDING PURPOSES ONLY AND ARE NOT GUARANTEED. THE CITY SHALL ONLY PAY FOR ACTUAL AMOUNTS RECEIVED. The price of unit items will not change based on amount ordered.

(Company) _____

(Signature) _____

(Printed Name) _____

(Title) _____

(Date) _____

(Phone Number) _____

(Email Address) _____



ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: 2025-30 Portland Cement

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 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.

Company Name:	
Authorized Signature:	
Printed Name:	
Date:	

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