

Department of Administration **Purchasing Division** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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

Proc Folder:

1437128

Doc Description: Stone & Agg. Materials & Delivery to Established Locations

Reason for Modification:

ADDENDUM NO 1 Bid Opening Moves to

06/26/2024 @ 1:30pm

Proc Type:

Central Master Agreement

Solicitation No Version **Date Issued Solicitation Closes**

CRFQ 0803 DOT2400000100 2024-06-11 2024-06-26 13:30

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

RECEIVED

2024 JUN 24 AM 11: 39

W PURCHASING

VENDOR

Vendor Customer Code: 000000203219

Vendor Name: Lusher Trucking Co., Inc.

Address: 70 Davis Branch Road Prichard, WV 25555

Street: 70 Davis Branch Road

City: Prichard

State: West Virginia

Country: United States

Zip: 25555

Principal Contact: Frank W. Lusher

Vendor Contact Phone: 304-486-5195

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

john.w.estep@wv.gov

Vendor

Signature X

FEIN# 55-0577610

DATE 6/24/24

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

Date Printed: Jun 11, 2024

Page: 1

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways and the West Virginia Adjutant Generals Office/West Virginia Army Reserve National Guard, to establish an open-end contract for various sizes and type of Stone, Aggregate, Cinders, and Slag to include delivery FOB to the Agency's Established Locations only, throughout the state of West Virginia. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

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SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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inibhcat	ed Stone -LSGS	0.00000	TON	Oint Price	Total Price

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SCHEDUL	E OF EVENTS		
<u>Line</u> 1	Event Tech Questions due by 2:00pm	Event Date 2024-06-10	

ATTACHMENT B (ATT B) Information Form Stone & Aggregate with Delivery by Vendor to Established Locations 6624C083

VENDOR NAME:	Lusher Ti	ucking Co Inc
Vendors Phone #	t, Email Address to contact for placing Orders:	
Vendors P	hone #, Email Address to contact for Invoices:	304-486-5195 lusher236@hotmail.com
Vendors Ph	one #, Email Address to contact for Payment:	304-486-5195 Jushor 226@hod
* ATT B is due along w the ATT A.*	ith the ATT A at the time of bid submission, an	d shall coordinate with the Items pricing on
	Vendors Sources/Plants	Vendors Storage Sites

	Vendors Sources/Plants	Vendors Storage Sites
Composition	Source Name & Location (physical address), Phone #	Location (physical address), Phone #
	Buffalo Valley Resources LLC 606-286-0065	10694 State Rt 2 Olive Hill KY 41164
	10694 State Rt 2 Olive Hill KY 41164	606-286-0065
	Hanson Aggregates 606-474-7202	140 State Rt 9 Grayson KY 41143
Limestone	14011 State Rt 9 Grayson KY 41164	606-474-7202
	Mountain Materials Inc 606-286-1315	State Rt 2 Olive Hill KY 41164
	12434 US Hwy 60 Olive Hill KY 41164	12434 US Hwy 60 Olive Hill KY 41164
-		606-286-0122 606-286-1315
Sandstone		
Gariasione		
-		
-		
Plant France OI		
Blast FurnaceSlag		
Steel Slag		
Cinders		

Vendor Instructions: Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed which they offer. The Pricing Pages are broken down into tabs for WVDOH by Districts. Vendor may bid on any or all Contract Items and any or all locations listed. Vendor shall factor into their bid prices any related overhead expenses, equipment, materials, and delivery to established location when calculating their bid price for each Contract Item. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. There is no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available. Both ATTA and ATT B are mandatory forms.

VENDOR:	Lusher Trucking Co Inc

County / Location	Contract	Description	Composition*	Unit of Measure	Bid Price
Cabell / Barboursville	1	Class 1 Aggregate	Limestone Only	Tons	\$24.90
ADDITY BUILDOUTSVING	2	Class 1 Aggregate	LSGS	Tons	\$24.90
	3	Class 1 Aggregate	Slag	Tons	Ψ24.90
	4	Class 2 Aggregate	Limestone Only	Tons	\$24.00
	5	Class 2 Aggregate	LSGS	Tons	Ψ24.00
	6	Class 2 Aggregate	Slag	Tons	
	7	Class 10 Aggregate	LSGS	Tons	\$24.00
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$24.90
	9	AASHTO #1 Aggregate	LSGS	Tons	\$24.90
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$24.90
	11	AASHTO #3 Aggregate	LSGS	Tons	\$24.90
	12	AASHTO #4 Aggregate	LSGS	Tons	\$24.90
	13	AASHTO #467 Aggregate	LSGS	Tons	Ψ24.50
	14	AASHTO #57 Aggregate	Limestone Only	Tons	\$25.75
	15	AASHTO #57 Aggregate	LSGS	Tons	\$25.75
	16	AASHTO #67 Aggregate	Limestone Only	Tons	\$34.00
	17	AASHTO #67 Aggregate	LSGS	Tons	Ψ54.00
	18	AASHTO #7 Aggregate	Limestone Only	Tons	
	19	AASHTO #7 Aggregate	LSGS	Tons	
	20	AASHTO #8 Aggregate	Limestone Only	Tons	\$33.50
	21	AASHTO #8 Aggregate	LSGS	Tons	\$33.50
	22	AASHTO #8 MODIFIED	Limestone Only		
		AASHTO #8 MODIFIED	LSGS	Tons	\$33.50
		AASHTO #9 Aggregate	Limestone Only	Tons	\$33.50
		AASHTO #9 Aggregate	LSGS	Tons	
		AASHTO #9 MODIFIED		Tons	
		AASHTO #9 MODIFIED	Limestone Only	Tons	
		Stone for Gabions	LSGS	Tons	605.00
		Stone for Gabions	Limestone Only	Tons	\$25.90
		Fine Aggregate	LSGS LSGS	Tons	\$25.90
		Limestone Standard Abrasives		Tons	#47.00
		Limestone Standard Abrasives Limestone Standard Abrasives	Limestone Only	Tons	\$17.00
		Sandstone Standard Abrasives	LSGS	Tons	\$17.00
		Steel Slag for SRIC	LSGS	Tons	
		Limestone MODIFIED Abrasives	Slag	Tons	047.00
		Limestone MODIFIED Abrasives	Limestone Only	Tons	\$17.00
		Sandstone MODIFIED Abrasives	LSGS	Tons	\$17.00
			LSGS	Tons	
		Cinders	Cinders	Tons	
		Pea Gravel	LSGS	Tons	005.00
		#11 Limestone Abrasives	LSGS	Tons	\$25.90
		Quarry Waste	LSGS	Tons	\$30.50
		Rip Rap	LSGS	Tons	\$31.00
		Shot Rock	Limestone Only	Tons	\$31.00
		Shot Rock	LSGS	Tons	\$31.00
	45	mbricated Stone	LSGS	Tons	\$33.50

Vendor Instructions: Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed which they offer. The Pricing Pages are broken down into tabs for WVDOH by Districts. Vendor may bid on any or all Contract Items and any or all locations listed. Vendor shall factor into their bid prices any related overhead expenses, equipment, materials, and delivery to established location when calculating their bid price for each Contract Item. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. There is no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

VENDOR:	Lusher Trucking Co Inc	

incoln / Harts	1 2 3 4 5 6 7 8 9 10 11	Class 1 Aggregate Class 1 Aggregate Class 1 Aggregate Class 2 Aggregate Class 2 Aggregate Class 2 Aggregate Class 10 Aggregate ASHTO #1 Aggregate AASHTO #1 Aggregate	Limestone Only LSGS Slag Limestone Only LSGS Slag LSGS Slag LSGS	Tons Tons Tons Tons Tons Tons Tons Tons	\$33.75 \$33.75 \$33.50 \$33.50
	3 4 5 6 7 8 9 10	Class 1 Aggregate Class 1 Aggregate Class 2 Aggregate Class 2 Aggregate Class 2 Aggregate Class 10 Aggregate AASHTO #1 Aggregate AASHTO #1 Aggregate	LSGS Slag Limestone Only LSGS Slag LSGS	Tons Tons Tons Tons Tons Tons	\$33.75 \$33.50
	4 5 6 7 8 9 10	Class 1 Aggregate Class 2 Aggregate Class 2 Aggregate Class 2 Aggregate Class 10 Aggregate AASHTO #1 Aggregate AASHTO #1 Aggregate	Slag Limestone Only LSGS Slag LSGS	Tons Tons Tons Tons	\$33.50
	5 6 7 8 9 10 11	Class 2 Aggregate Class 2 Aggregate Class 2 Aggregate Class 10 Aggregate AASHTO #1 Aggregate AASHTO #1 Aggregate	Limestone Only LSGS Slag LSGS	Tons Tons Tons	
	6 7 8 9 10	Class 2 Aggregate Class 2 Aggregate Class 10 Aggregate AASHTO #1 Aggregate AASHTO #1 Aggregate	LSGS Slag LSGS	Tons Tons	
	7 8 9 10	Class 2 Aggregate Class 10 Aggregate AASHTO #1 Aggregate AASHTO #1 Aggregate	Slag LSGS	Tons	\$33.50
	8 9 10 11	Class 10 Aggregate AASHTO #1 Aggregate AASHTO #1 Aggregate	LSGS		
	9 10 11	AASHTO #1 Aggregate AASHTO #1 Aggregate		T	000 -
	10 11	AASHTO #1 Aggregate	II Imastona Only	Tons	\$33.50
	11	A A O1 /	Limestone Only	Tons	\$33.75
		AASHTO #3 Aggregate	Limestone Only	Tons	\$33.75
	12	AASHTO #3 Aggregate	LSGS	Tons	\$33.75
	- 1 -	AASHTO #4 Aggregate	LSGS	Tons	\$33.75
	13	AASHTO #467 Aggregate	LSGS	Tons	\$33.75
	14	AASHTO #57 Aggregate	Limestone Only	Tons	
	15	AASHTO #57 Aggregate	LSGS	Tons	\$34.50
	16	AASHTO #67 Aggregate	Limestone Only	Tons	\$34.50
	17	AASHTO #67 Aggregate	LSGS	Tons	\$42.00
	18	AASHTO #7 Aggregate	Limestone Only	Tons	\$42.00
	19	AASHTO #7 Aggregate	LSGS	Tons	
	20	AASHTO #8 Aggregate	Limestone Only	Tons	
	21	AASHTO #8 Aggregate	LSGS	Tons	\$41.00
	22	AASHTO #8 MODIFIED	Limestone Only	Tons	\$41.00
	23	AASHTO #8 MODIFIED	LSGS	Tons	\$41.00
	24	AASHTO #9 Aggregate	Limestone Only	Tons	\$41.00
	25	AASHTO #9 Aggregate	LSGS	Tons	
	26	AASHTO #9 MODIFIED	Limestone Only	Tons	
	27 A	AASHTO #9 MODIFIED	LSGS	Tons	
	28 8	Stone for Gabions	Limestone Only	Tons	
		Stone for Gabions	LSGS	Tons	\$34.50
		ine Aggregate	LSGS	Tons	\$34.50
		imestone Standard Abrasives	Limestone Only	Tons	
	32 L	imestone Standard Abrasives	LSGS	Tons	\$25.00
	33 S	andstone Standard Abrasives	LSGS	Tons	\$25.00
	34 S	iteel Slag for SRIC	Siag	Tons	
:	35 Li	imestone MODIFIED Abrasives	Limestone Only	Tons	
;	36 Li	imestone MODIFIED Abrasives	LSGS	Tons	\$25.00
;	37 S	andstone MODIFIED Abrasives	1868		\$25.00
3	38 C	inders	Cinders	Tons	
3		ea Gravel	LSGS	Tons	
		11 Limestone Abrasives	LSGS	Tons	
4	41 Q			Tons	207.6
4		- D	1000		\$37.00
4		and David			\$38.00
		- L D - L			\$38.00
4				Tons §	38.00

Vendor Instructions: Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed which they offer. The Pricing Pages are broken down into tabs for WVDOH by Districts. Vendor may bid on any or all Contract Items and any or all locations listed. Vendor shall factor into their bid prices any related overhead expenses, equipment, materials, and delivery to established location when calculating their bid price for each Contract Item. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. There is no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available. Both ATTA and ATT B are mandatory forms.

VENDOR:	Lusher Trucking Co Inc	
		-

County / Location	Contract Item	Description	Composition*	Unit of Measure	Bid Price
ncoln / West Hamlin	1	Class 1 Aggregate	Limestone Only	Tons	·
	2	Class 1 Aggregate	LSGS	Tons	\$28.2
	3	Class 1 Aggregate	Slag	Tons	\$28.2
	4	Class 2 Aggregate	Limestone Only		#00.0
	5	Class 2 Aggregate	LSGS	Tons	\$28.0
	6	Class 2 Aggregate	Slag	Tons	\$28.0
	7	Class 10 Aggregate	LSGS	Tons	#00.0
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$28.00
	9	AASHTO #1 Aggregate	LSGS	Tons	\$28.28
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$28.25
	11	AASHTO #3 Aggregate	LSGS	Tons	\$28.25
	12	AASHTO #4 Aggregate	LSGS	Tons	\$28.25
	13	AASHTO #467 Aggregate	LSGS	Tons	\$28.25
	14	AASHTO #57 Aggregate		Tons	
	15	AASHTO #57 Aggregate	Limestone Only	Tons	\$29.75
	16	AASHTO #67 Aggregate	LSGS	Tons	\$29.75
	17	AASHTO #67 Aggregate	Limestone Only	Tons	\$38.00
	18	AASHTO #7 Aggregate	LSGS	Tons	
	19	AASHTO #7 Aggregate	Limestone Only	Tons	
	20	AASHTO #8 Aggregate	LSGS	Tons	
	21	AASHTO #8 Aggregate	Limestone Only	Tons	\$35.50
	22	AASHTO #8 MODIFIED	LSGS	Tons	\$35.50
	23	AASHTO #8 MODIFIED	Limestone Only	Tons	\$35.50
	24	AASHTO #9 Aggregate	LSGS	Tons	\$35.50
	25		Limestone Only	Tons	
	26	AASHTO #9 Aggregate	LSGS	Tons	
	27	AASHTO #9 MODIFIED	Limestone Only	Tons	
	28	AASHTO #9 MODIFIED	LSGS	Tons	
	29	Stone for Gabions	Limestone Only	Tons	\$29.25
		Stone for Gabions	LSGS	Tons	\$29.25
		Fine Aggregate	LSGS	Tons	
	31	Limestone Standard Abrasives	Limestone Only	Tons	\$22.00
		Limestone Standard Abrasives	LSGS	Tons	
	33	Sandstone Standard Abrasives	LSGS	Tons	
	34	Steel Slag for SRIC	Slag	Tons	
	35	Limestone MODIFIED Abrasives	Limestone Only	Tons	\$22.00
		Limestone MODIFIED Abrasives	LSGS	Tons	
	37	Sandstone MODIFIED Abrasives	LSGS	Tons	
		Cinders	Cinders	Tons	
		Pea Gravel	LSGS	Tons	
		#11 Limestone Abrasives	LSGS		\$29.25
		Quarry Waste	LSGS		\$32.00
		Rip Rap	LSGS		\$33.00
		Shot Rock	Limestone Only		\$33.00
		Shot Rock	LSGS		\$33.00
	45	mbricated Stone	LSGS		\$34.00

Vendor Instructions: Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed which they offer. The Pricing Pages are broken down into tabs for WVDOH by Districts. Vendor may bid on any or all Contract Items and any or all locations listed. Vendor shall factor into their bid prices any related overhead expenses, equipment, materials, and delivery to established location when calculating their bid price for each Contract Item. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. There is no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

VENDOR:	Lusher Trucking Co Inc	
		_

County / Location	Contra Item	Description	Composition*	Unit of Measure	Bid
coln / Yawkey	1	Class 1 Aggregate	Limestone Only	Tons	fer
	2	Class 1 Aggregate	LSGS	Tons	\$32.7
	3	Class 1 Aggregate	Slag		\$32.7
	4	Class 2 Aggregate	Limestone Only	Tons	000.5
	5	Class 2 Aggregate	LSGS	Tons	\$32.50
	6	Class 2 Aggregate	Slag	Tons	\$32.50
	7	Class 10 Aggregate	LSGS	Tons	000 54
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$32.50
	9	AASHTO #1 Aggregate	LSGS	Tons	\$32.75
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$32.75
	11	AASHTO #3 Aggregate	LSGS	Tons	\$32.75
	12	AASHTO #4 Aggregate	LSGS	Tons	\$32.75
	13	AASHTO #467 Aggregate	LSGS	Tons	\$32.75
	14	AASHTO #57 Aggregate	Limestone Only	Tons	
	15	AASHTO #57 Aggregate	LSGS	Tons	\$34.25
	16	AASHTO #67 Aggregate	Limestone Only	Tons	\$34.25
	17	AASHTO #67 Aggregate	LSGS	Tons	\$40.00
	18	AASHTO #7 Aggregate	Limestone Only	Tons	
	19	AASHTO #7 Aggregate	LSGS	Tons	
	20	AASHTO #8 Aggregate		Tons	
	21	AASHTO #8 Aggregate	Limestone Only LSGS	Tons	\$40.00
	22	AASHTO #8 MODIFIED		Tons	\$40.00
	23	AASHTO #8 MODIFIED	Limestone Only	Tons	\$40.00
	24	AASHTO #9 Aggregate	Limestone Only	Tons	\$40.00
	25	AASHTO #9 Aggregate	LSGS	Tons	
	26	AASHTO #9 MODIFIED		Tons	
	27	AASHTO #9 MODIFIED	Limestone Only	Tons	
	28	Stone for Gabions		Tons	
	29	Stone for Gabions	Limestone Only	Tons	\$33.75
	30	Fine Aggregate	LSGS	Tons	\$33.75
	31	Limestone Standard Abrasives		Tons	
	32	Limestone Standard Abrasives	Limestone Only	Tons	\$33.00
	33	Sandstone Standard Abrasives	LSGS	Tons	
	34	Steel Slag for SRIC	LSGS	Tons	
\https://discourse.com/		Limestone MODIFIED Abrasives	Slag	Tons	
		Limestone MODIFIED Abrasives	Limestone Only	Tons	\$33.00
		Sandstone MODIFIED Abrasives	LSGS	Tons	
1		Cinders	LSGS	Tons	
Ī		Pea Gravel	Cinders	Tons	
İ		#11 Limestone Abrasives	LSGS	Tons	1
İ		Quarry Waste	LSGS		\$33.75
f		Rip Rap	LSGS		\$35.75
f		Shot Rock			\$36.75
i i		Shot Deal			\$36.75
		and the second	LSGS		36.75
		moneated Stone	LSGS		38.75

Vendor Instructions: Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed which they offer. The Pricing Pages are broken down into tabs for WVDOH by Districts. Vendor may bid on any or all Contract Items and any or all locations listed. Vendor shall factor into their bid prices any related overhead expenses, equipment, materials, and delivery to established location when calculating their bid price for each Contract Item. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. There is no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

VENDOR:	Lusher Trucking Co Inc

County / Location	Contrac Item	Description	Composition*	Unit of Measure	Bid Price
gan / Chapmanville Corr G	1	Class 1 Aggregate	Limestone Only	Tons	\$37.2
	2	Class 1 Aggregate	LSGS	Tons	\$37.2
	3	Class 1 Aggregate	Slag	Tons	φ37.23
	4	Class 2 Aggregate	Limestone Only	Tons	\$36.50
	5	Class 2 Aggregate	LSGS	Tons	\$36.50
	6	Class 2 Aggregate	Slag	Tons	φ30.50
	7	Class 10 Aggregate	LSGS	Tons	\$36.50
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$38.75
	9	AASHTO #1 Aggregate	LSGS	Tons	\$38.75
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$38.75
	11	AASHTO #3 Aggregate	LSGS	Tons	\$38.75
	12	AASHTO #4 Aggregate	LSGS		
	13	AASHTO #467 Aggregate	LSGS	Tons	\$38.75
I	14	AASHTO #57 Aggregate	Limestone Only	Tons	000
	15	AASHTO #57 Aggregate	LSGS	Tons	\$39.75
-	16	AASHTO #67 Aggregate	Limestone Only	Tons	\$39.75
	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	A
	21	AASHTO #8 Aggregate	LSGS	Tons	\$45.75
	22	AASHTO #8 MODIFIED		Tons	\$45.75
Г	23	AASHTO #8 MODIFIED	Limestone Only	Tons	\$45.75
	24	AASHTO #9 Aggregate		Tons	\$45.75
	25	AASHTO #9 Aggregate	Limestone Only	Tons	
		AASHTO #9 MODIFIED		Tons	
		AASHTO #9 MODIFIED	Limestone Only	Tons	
Г		Stone for Gabions		Tons	
		Stone for Gabions	Limestone Only	Tons	
		Fine Aggregate	LSGS	Tons	
	31	Limestone Standard Abrasives	LSGS	Tons	
		Limestone Standard Abrasives	Limestone Only	Tons	\$32.00
T		Sandstone Standard Abrasives	LSGS	Tons	
		Steel Slag for SRIC	LSGS Slag	Tons	
		Limestone MODIFIED Abrasives		Tons	
	36	imestone MODIFIED Abrasives	Limestone Only	Tons	\$32.00
	-	2 - 1 /	LSGS	Tons	
		Cinders	LSGS	Tons	
		Pea Gravel	Cinders	Tons	
		#11 Limestone Abrasives	LSGS	Tons	
		Quarry Waste	LSGS		\$39.50
		Rip Rap	LSGS		\$44.00
		Shot Rock	LSGS		\$46.00
		Shot Rock	Limestone Only		\$46.00
		mbricated Stone	LSGS		\$46.00
	.0 111	noncated Stolle	LSGS	Tons S	46.00

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VENDOR:	Lusher Trucking Co Inc

County / Location	Contract Item	Description	Composition	n* Unit o	
ogan / Man	1	Class 1 Aggregate		Measur	e P
	2	Class 1 Aggregate	Limestone On		
	3	Class 1 Aggregate	LSGS	Tons	
	4	Class 2 Aggregate	Slag	Tons	
	5	Class 2 Aggregate	Limestone Onl	y Tons	
	6	Class 2 Aggregate	LSGS	Tons	
	7	Class 10 Aggregate	Slag	Tons	
	8	AASHTO #1 Aggregate	LSGS	Tons	
	9	AASHTO #1 Aggregate	Limestone Only	Tons	
	10	AASHTO #1 Aggregate	LSGS	Tons	
	11	AASHTO #3 Aggregate	Limestone Only	Tons	
	12	AASHTO #4 Aggregate	LSGS	Tons	
	13	AASHTO #467 Aggregate	LSGS	Tons	
	14	AASHTO #467 Aggregate AASHTO #57 Aggregate	LSGS	Tons	
	15	AASHTO #57 Aggregate	Limestone Only	Tons	
	16	AASHTO #57 Aggregate	LSGS	Tons	
		AASHTO #67 Aggregate	Limestone Only	Tons	
		AASHTO #67 Aggregate	LSGS	Tons	
		AASHTO #7 Aggregate	Limestone Only	Tons	
	20	AASHTO #7 Aggregate	LSGS	Tons	
	21	AASHTO #8 Aggregate	Limestone Only	Tons	
		AASHTO #8 Aggregate	LSGS	Tons	
		ASHTO #8 MODIFIED	Limestone Only	Tons	
		ASHTO #8 MODIFIED	LSGS	Tons	
		ASHTO #9 Aggregate	Limestone Only	Tons	
		ASHTO #9 Aggregate	LSGS	Tons	
		ASHTO #9 MODIFIED	Limestone Only	Tons	
		ASHTO #9 MODIFIED	LSGS	Tons	
		tone for Gabions	Limestone Only	Tons	
İ		tone for Gabions	LSGS	Tons	
ŀ		ne Aggregate	LSGS	Tons	
ŀ		mestone Standard Abrasives	Limestone Only	Tons	
H		mestone Standard Abrasives	LSGS	Tons	
H		andstone Standard Abrasives	LSGS	Tons	
-		eel Slag for SRIC	Slag	Tons	
F		mestone MODIFIED Abrasives	Limestone Only	Tons	
F	36 Lir	nestone MODIFIED Abrasives	LISCS	Tons	
-	3/ 58	indstone MODIFIED Abrasives	LSGS		
+	00 011	ideis	Cinders	Tons Tons	
-		a Gravel	LSGS	Tons	
-	40 #1	1 Limestone Abrasives	LSGS		040 ==
-		arry Waste	LSGS	Tons :	\$49.00
-		Rap	LSGS	Tons	
_	43 Sho	ot Rock	Limestone Only	Tons	
-		A TYOUK	LSGS	Tons	
	45 Imb		LSGS	Tons	

Vendor Instructions: Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed which they offer. The Pricing Pages are broken down into tabs for WVDOH by Districts. Vendor may bid on any or all Contract Items and any or all locations listed. Vendor shall factor into their bid prices any related overhead expenses, equipment, materials, and delivery to established location when calculating their bid price for each Contract Item. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. There is no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available. Both ATTA and ATT B are mandatory forms.

VENDOR:	Lusher Trucking Co Inc	

County / Location	Contract Item	Description	Composition*	Unit of Measure	Bid Price
gan / Wilkinson	1	Class 1 Aggregate	Limestone Only	Tons	
	2	Class 1 Aggregate	LSGS	Tons	
	3	Class 1 Aggregate	Slag	Tons	
	4	Class 2 Aggregate	Limestone Only	Tons	
	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	
	9	AASHTO #1 Aggregate	LSGS	Tons	
	10	AASHTO #3 Aggregate	Limestone Only	Tons	
	11	AASHTO #3 Aggregate	LSGS	Tons	
	12	AASHTO #4 Aggregate	LSGS	Tons	
	13	AASHTO #467 Aggregate	LSGS	Tons	
	14	AASHTO #57 Aggregate	Limestone Only	Tons	
	15	AASHTO #57 Aggregate	LSGS	Tons	
	16	AASHTO #67 Aggregate	Limestone Only	Tons	
		AASHTO #67 Aggregate	LSGS	Tons	
		AASHTO #7 Aggregate	Limestone Only	Tons	
		AASHTO #7 Aggregate	LSGS	Tons	
		AASHTO #8 Aggregate	Limestone Only	Tons	
	21	AASHTO #8 Aggregate	LSGS	Tons	
	22	AASHTO #8 MODIFIED	Limestone Only	Tons	
		AASHTO #8 MODIFIED	LSGS	Tons	
		AASHTO #9 Aggregate	Limestone Only	Tons	
		AASHTO #9 Aggregate	LSGS	Tons	
		AASHTO #9 MODIFIED	Limestone Only	Tons	
		AASHTO #9 MODIFIED	LSGS	Tons	
		Stone for Gabions	Limestone Only	Tons	
		Stone for Gabions	LSGS	Tons	
	30	Fine Aggregate	LSGS	Tons	
		Limestone Standard Abrasives	Limestone Only	Tons	
		Limestone Standard Abrasives	LSGS	Tons	
	33	Sandstone Standard Abrasives	LSGS	Tons	
		Steel Slag for SRIC	Slag	Tons	
	35	Limestone MODIFIED Abrasives	Limestone Only	Tons	
	36	Limestone MODIFIED Abrasives	LSGS	Tons	
	37	Sandstone MODIFIED Abrasives	LSGS	Tons	
	38	Cinders	Cinders	Tons	
		Pea Gravel	LSGS	Tons	
		#11 Limestone Abrasives	LSGS	Tons	\$42.50
		Quarry Waste	LSGS	Tons	
		Rip Rap	LSGS	Tons	
		Shot Rock	Limestone Only	Tons	
		Shot Rock	LSGS	Tons	
		Imbricated Stone	LSGS	Tons	

Vendor Instructions: Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed which they offer. The Pricing Pages are broken down into tabs for WVDOH by Districts. Vendor may bid on any or all Contract Items and any or all locations listed. Vendor shall factor into their bid prices any related overhead expenses, equipment, materials, and delivery to established location when calculating their bid price for each Contract Item. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. There is no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available. Both ATTA and ATT B are mandatory forms.

VENDOR:	Lusher Trucking Co Inc

County / Location	Contrac Item	Description	Composition*	Unit of Measure	Bio Prio
go / Gilbert	1	Class 1 Aggregate	Limestone Only	Tons	FIIC
	2	Class 1 Aggregate	LSGS	Tons	
	3	Class 1 Aggregate	Slag	Tons	_
	4	Class 2 Aggregate	Limestone Only	Tons	
	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	
	9	AASHTO #1 Aggregate	LSGS	Tons	_
	10	AASHTO #3 Aggregate	Limestone Only	Tons	
	11	AASHTO #3 Aggregate	LSGS	Tons	
	12	AASHTO #4 Aggregate	LSGS	Tons	
	13	AASHTO #467 Aggregate	LSGS	Tons	
	14	AASHTO #57 Aggregate	Limestone Only	Tons	
	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	
	21	AASHTO #8 Aggregate	LSGS	Tons	
	22	AASHTO #8 MODIFIED	Limestone Only	Tons	
	23	AASHTO #8 MODIFIED	LSGS	Tons	
	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	
		Stone for Gabions	Limestone Only	Tons	
		Stone for Gabions	LSGS	Tons	
	30	Fine Aggregate	LSGS	Tons	
		Limestone Standard Abrasives	Limestone Only	Tons	
		Limestone Standard Abrasives	LSGS	Tons	
		Sandstone Standard Abrasives	LSGS	Tons	
		Steel Slag for SRIC	Slag	Tons	
	35	Limestone MODIFIED Abrasives	Limestone Only	Tons	
	36	Limestone MODIFIED Abrasives	LSGS	Tons	
	37	Sandstone MODIFIED Abrasives	LSGS	Tons	
	38	Cinders	Cinders	Tons	
	39	Pea Gravel	LSGS	Tons	
		#11 Limestone Abrasives	LSGS	Tons	\$45.00
		Quarry Waste	LSGS	Tons	Ψ-υ.υι
	42 F	Rip Rap	LSGS	Tons	
	43 \$	Shot Rock	Limestone Only	Tons	
	44 8	Shot Rock	LSGS	Tons	
	45 I	mbricated Stone	LSGS	Tons	

Vendor Instructions: Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed which they offer. The Pricing Pages are broken down into tabs for WVDOH by Districts. Vendor may bid on any or all Contract Items and any or all locations listed. Vendor shall factor into their bid prices any related overhead expenses, equipment, materials, and delivery to established location when calculating their bid price for each Contract Item. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. There is no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

VENDOR:	Lusher Trucking Co Inc

County / Location	Contrac	Description	Composition*	Unit of Measure	Bid Price
Mingo / Miller Creek	1	Class 1 Aggregate	Limestone Only	Tons	\$37.50
	2	Class 1 Aggregate	LSGS	Tons	\$37.50
	3	Class 1 Aggregate	Slag	Tons	φ37.50
	4	Class 2 Aggregate	Limestone Only	Tons	\$36.50
	5	Class 2 Aggregate	LSGS	Tons	\$36.50
	6	Class 2 Aggregate	Slag	Tons	φ30.50
	7	Class 10 Aggregate	LSGS	Tons	\$36.50
	8	AASHTO #1 Aggregate	Limestone Only	Tons	Ψ30.30
	9	AASHTO #1 Aggregate	LSGS	Tons	
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$26 E0
	11	AASHTO #3 Aggregate	LSGS	Tons	\$36.50
	12	AASHTO #4 Aggregate	LSGS	Tons	#20.50
	13	AASHTO #467 Aggregate	LSGS		\$36.50
	14	AASHTO #57 Aggregate	Limestone Only	Tons	#00 F0
	15	AASHTO #57 Aggregate	LSGS	Tons	\$38.50
	16	AASHTO #67 Aggregate		Tons	
	17	AASHTO #67 Aggregate	Limestone Only	Tons	
	18	AASHTO #7 Aggregate		Tons	
	19	AASHTO #7 Aggregate	Limestone Only	Tons	
	20	AASHTO #8 Aggregate	LSGS	Tons	
	21	AASHTO #8 Aggregate	Limestone Only	Tons	\$42.25
	22	AASHTO #8 MODIFIED	LSGS	Tons	
	23	AASHTO #8 MODIFIED	Limestone Only	Tons	
	24	AASHTO #9 Aggregate	LSGS	Tons	
	25	AASHTO #9 Aggregate	Limestone Only	Tons	
	26	AASHTO #9 MODIFIED	LSGS	Tons	
	27	AASHTO #9 MODIFIED	Limestone Only	Tons	
	28	Stone for Gabions	LSGS	Tons	
	29		Limestone Only	Tons	
	30	Stone for Gabions	LSGS	Tons	
		Fine Aggregate	LSGS	Tons	
	31	Limestone Standard Abrasives	Limestone Only	Tons	
	32	Limestone Standard Abrasives	LSGS	Tons	
		Sandstone Standard Abrasives	LSGS	Tons	
		Steel Slag for SRIC	Slag	Tons	
		Limestone MODIFIED Abrasives	Limestone Only	Tons	
	36 37	Limestone MODIFIED Abrasives	LSGS	Tons	
		Sandstone MODIFIED Abrasives	LSGS	Tons	
		Cinders Pop Creval	Cinders	Tons	
		Pea Gravel	LSGS	Tons	
		#11 Limestone Abrasives	LSGS	Tons	\$39.00
		Quarry Waste	LSGS	Tons	
		Rip Rap	LSGS	Tons	\$44.00
		Shot Rock	Limestone Only		\$44.00
		Shot Rock	LSGS	Tons	\$44.00
	45	mbricated Stone	LSGS		\$44.00

Vendor Instructions: Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed which they offer. The Pricing Pages are broken down into tabs for WVDOH by Districts. Vendor may bid on any or all Contract Items and any or all locations listed. Vendor shall factor into their bid prices any related overhead expenses, equipment, materials, and delivery to established location when calculating their bid price for each Contract Item. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. There is no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

VENDOR:	Lusher Trucking Co Inc	

County / Location	Contra- Item	Description	Composition*	Unit of Measure	Bid Price
Wayne / Crum	1	Class 1 Aggregate	Limestone Only	Tons	T-
	2	Class 1 Aggregate	LSGS	Tons	\$28.7
	3	Class 1 Aggregate	Slag	Tons	\$28.7
	4	Class 2 Aggregate	Limestone Only	Tons	#00 O
	5	Class 2 Aggregate	LSGS	Tons	\$28.2
	6	Class 2 Aggregate	Slag	Tons	\$28.2
	7	Class 10 Aggregate	LSGS	Tons	@00 O/
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$28.25
	9	AASHTO #1 Aggregate	LSGS	Tons	\$28.75
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$28.75
	11	AASHTO #3 Aggregate	LSGS		\$28.75
	12	AASHTO #4 Aggregate	LSGS	Tons	000 75
	13	AASHTO #467 Aggregate	LSGS	Tons	\$28.75
	14	AASHTO #57 Aggregate	Limestone Only	Tons	000 50
	15	AASHTO #57 Aggregate	LSGS	Tons	\$30.50
	16	AASHTO #67 Aggregate		Tons	\$30.50
	17	AASHTO #67 Aggregate	Limestone Only	Tons	
	18	AASHTO #7 Aggregate		Tons	
	19	AASHTO #7 Aggregate	Limestone Only	Tons	
	20	AASHTO #8 Aggregate		Tons	
	21	AASHTO #8 Aggregate	Limestone Only	Tons	\$36.25
	22	AASHTO #8 MODIFIED	LSGS	Tons	\$36.25
	23	AASHTO #8 MODIFIED	Limestone Only	Tons	\$36.25
	24	AASHTO #9 Aggregate	LSGS	Tons	\$36.25
	25	AASHTO #9 Aggregate	Limestone Only	Tons	
	26	AASHTO #9 MODIFIED	LSGS	Tons	
	27	AASHTO #9 MODIFIED	Limestone Only	Tons	
	28	Stone for Gabions	LSGS	Tons	
	29	Stone for Gabions	Limestone Only	Tons	\$31.00
	30	Fine Aggregate	LSGS	Tons	\$31.00
	31	Limestone Standard Abrasives	LSGS	Tons	
	32	Limestone Standard Abrasives	Limestone Only	Tons	\$23.00
		Sandstone Standard Abrasives	LSGS	Tons	
	34	Steel Slag for SRIC	LSGS	Tons	
		Limestone MODIFIED Abrasives	Slag	Tons	
		Limestone MODIFIED Abrasives	Limestone Only	Tons	\$23.00
		Sandstone MODIFIED Abrasives	LSGS	Tons	
		Cinders	LSGS	Tons	
		Pea Gravel	Cinders	Tons	
		#11 Limestone Abrasives	LSGS	Tons	
	41	Quarry Waste	LSGS		\$29.75
		Rip Rap	LSGS		\$34.00
		Shot Rock	LSGS		\$35.00
		Shot Rock			\$35.00
,					\$35.00
	I	mbricated Stone	LSGS	Tons :	\$36.50

Vendor Instructions: Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed which they offer. The Pricing Pages are broken down into tabs for WVDOH by Districts. Vendor may bid on any or all Contract Items and any or all locations listed. Vendor shall factor into their bid prices any related overhead expenses, equipment, materials, and delivery to established location when calculating their bid price for each Contract Item. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. There is no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

VENDOR:	Lusher Trucking Co Inc	

County / Location	Contract Item	Description	Composition*	Unit of Measure	Bid
Vayne / Prichard	1	Class 1 Aggregate	Limestone Only	- V	Price
	2	Class 1 Aggregate	LSGS	Tons	\$24.0
	3	Class 1 Aggregate	Slag	Tons	\$24.00
	4	Class 2 Aggregate	Limestone Only	Tons	000.00
	5	Class 2 Aggregate	LSGS	Tons	\$23.00
	6	Class 2 Aggregate	Slag	Tons Tons	\$23.00
	7	Class 10 Aggregate	LSGS	Tons	600.00
	8	AASHTO #1 Aggregate	Limestone Only		\$23.00
	9	AASHTO #1 Aggregate	LSGS	Tons	\$24.00
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$24.00
	11	AASHTO #3 Aggregate	LSGS	Tons	\$24.00
	12	AASHTO #4 Aggregate	LSGS	Tons	\$24.00
	13	AASHTO #467 Aggregate	LSGS	Tons	\$24.00
	14	AASHTO #57 Aggregate	Limestone Only	Tons	000.00
	15	AASHTO #57 Aggregate	LSGS	Tons	\$26.00
	16	AASHTO #67 Aggregate	Limestone Only	Tons	\$26.00
	17	AASHTO #67 Aggregate	LSGS	Tons	\$36.00
	18	AASHTO #7 Aggregate		Tons	
	19	AASHTO #7 Aggregate	Limestone Only	Tons	
	20	AASHTO #8 Aggregate		Tons	
	21	AASHTO #8 Aggregate	Limestone Only	Tons	\$32.00
	22	AASHTO #8 MODIFIED	LSGS	Tons	\$32.00
	23	AASHTO #8 MODIFIED	Limestone Only	Tons	\$32.00
	24	AASHTO #9 Aggregate	LSGS	Tons	\$32.00
	25	AASHTO #9 Aggregate	Limestone Only	Tons	
		AASHTO #9 MODIFIED	LSGS	Tons	
		AASHTO #9 MODIFIED	Limestone Only	Tons	
		Stone for Gabions	LSGS	Tons	
		Stone for Gabions	Limestone Only	Tons	\$25.75
		Fine Aggregate	LSGS	Tons	\$25.75
		Limestone Standard Abrasives	LSGS	Tons	
		Limestone Standard Abrasives	Limestone Only	Tons	\$18.00
	33	Sandstone Standard Abrasives	LSGS	Tons	
		Steel Slag for SRIC	LSGS	Tons	
		imestone MODIFIED Abrasives	Slag	Tons	
		imestone MODIFIED Abrasives	Limestone Only	Tons	\$18.00
		Sandstone MODIFIED Abrasives	LSGS	Tons	
		Cinders	LSGS	Tons	
		Pea Gravel	Cinders	Tons	
			LSGS	Tons	
		‡11 Limestone Abrasives Quarry Waste	LSGS		\$25.00
		Rip Rap	LSGS		\$28.00
			LSGS		\$29.00
1		Shot Rock	Limestone Only		\$29.00
		Shot Rock	LSGS		\$29.00
	-+0 II	nbricated Stone	LSGS		\$31.00

Stone Aggregate, Delivery to Established Locations Pricing Page ATT A District 2

Vendor Instructions: Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed which they offer. The Pricing Pages are broken down into tabs for WVDOH by Districts. Vendor may bid on any or all Contract Items and any or all locations listed. Vendor shall factor into their bid prices any related overhead expenses, equipment, materials, and delivery to established location when calculating their bid price for each Contract Item. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. There is no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

VENDOR:	Lusher Trucking Co Inc	
		_

DISTRICT TWO

County / Location	Contra Item	ct Description	Composition*	Unit of Measure	Bid Price	
ayne / Wayne	1	Class 1 Aggregate	Limestone Only	Tons	\$26.90	
	2	Class 1 Aggregate	LSGS	Tons	\$26.90	
	3	Class 1 Aggregate	Slag	Tons	\$20.90	
	4	Class 2 Aggregate	Limestone Only	Tons	\$25.90	
	5	Class 2 Aggregate	LSGS	Tons	\$25.90	
	6	Class 2 Aggregate	Slag	Tons	\$25.90	
	7	Class 10 Aggregate	LSGS	Tons	\$25.90	
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$26.90	
	9	AASHTO #1 Aggregate	LSGS	Tons	\$26.90	
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$26.90	
	11	AASHTO #3 Aggregate	LSGS	Tons	\$26.90	
	12	AASHTO #4 Aggregate	LSGS	Tons	\$26.90	
	13	AASHTO #467 Aggregate	LSGS	Tons	\$20.90	
	14	AASHTO #57 Aggregate	Limestone Only	Tons	\$28.75	
	15	AASHTO #57 Aggregate	LSGS	Tons	\$28.75	
	16	AASHTO #67 Aggregate	Limestone Only	Tons	\$36.00	
	17	AASHTO #67 Aggregate	LSGS	Tons	φ30.00	
	18	AASHTO #7 Aggregate	Limestone Only	Tons		
	19	AASHTO #7 Aggregate	LSGS	Tons		
	20	AASHTO #8 Aggregate	Limestone Only	Tons	\$34.50	
	21	AASHTO #8 Aggregate	LSGS	Tons	\$34.50	
	22	AASHTO #8 MODIFIED	Limestone Only	Tons	\$34.50	
	23	AASHTO #8 MODIFIED	LSGS	Tons	\$34.50	
	24	AASHTO #9 Aggregate	Limestone Only	Tons	ψ04.00	
	25	AASHTO #9 Aggregate	LSGS	Tons		
	26	AASHTO #9 MODIFIED	Limestone Only	Tons		
	27	AASHTO #9 MODIFIED	LSGS	Tons		
	28	Stone for Gabions	Limestone Only	Tons	\$28.00	
	29	Stone for Gabions	LSGS	Tons	\$28.00	
	30	Fine Aggregate	LSGS	Tons	Ψ20.00	
	31	Limestone Standard Abrasives	Limestone Only	Tons	\$20.00	
	32	Limestone Standard Abrasives	LSGS	Tons	Ψ20.00	
	33	Sandstone Standard Abrasives	LSGS	Tons		
	34	Steel Slag for SRIC	Slag	Tons		
	35	Limestone MODIFIED Abrasives	Limestone Only	Tons	\$20.00	
	36	Limestone MODIFIED Abrasives	LSGS	Tons	Ψ20.00	
	37	Sandstone MODIFIED Abrasives	LSGS	Tons		
		Cinders	Cinders	Tons		
		Pea Gravel	LSGS	Tons		
		#11 Limestone Abrasives	LSGS		\$28.00	
		Quarry Waste	LSGS		\$31.00	
		Rip Rap	LSGS		\$32.00	
		Shot Rock	Limestone Only		\$32.00	
ļ.		Shot Rock	LSGS		\$32.00	
	45 I		LSGS		\$34.00	

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Lusher Truck:	ing Co., Alddress: 70 Davis Branch Road
	Prichard, WV 25555
Name of Authorized Agent: Frank W. Lusher	Address: 70 Davis Br. Rd. Prichard, WV 255
Contract Number: CRFO 0803 DOT2400000100	Contract Description Stone to established location
Governmental agency awarding contract:	
☐ Check here if this is a Supplemental Disclosure	
List the Names of Interested Parties to the contract will business entity for each category below (attach additional	hich are known or reasonably anticipated by the contracting pages if necessary):
 Subcontractors or other entities performing work of 	Or sanda and de
য়ে Check here if none, otherwise list entity/individual na	ames below.
	d the terms of, the applicable contract (excluding legal
Signature:	Data Signal
Notary Verification	Date Signed: <u>6/24/24</u>
State of West Virginia ,	County of <u>Wayne</u>
Frank W TL	•)
Taken, sworn to and subscribed before me this <u>6th</u>	
To be completed by State Agency: Date Received by State Agency: Date submitted to Ethics Commission: Governmental agency submitting Disclosure:	
	Revised April 1, 2022

RFQ N			
CRFa	0803	DOT 2400000	•

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Lusher Trucking Co., Inc.	
Authorized Signature:	Date: 6/24/24
State of West Virginia	
County of <u>Wayne</u> , to-wit:	
Taken, subscribed, and sworn to before me this $24r$ gay of <u>June</u>	e, 20 <u>24</u> .
My Commission expires <u>May 6</u> , 20_2	28
AFFIX SEAL HERE NOTARY P	PUBLIC Bosalin & ushin



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Rosalle Lusher
Lusher Trucking Co., Inc.
70 Davis Br Rd
Prichard WV 25555
My Commission Expires May 6, 2028

Purchasing Affidavit (Revised 12/15/09)

CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY) 06/14/2024

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.

PRODUCER	Brands Insurance Agency, Inc.		INSURERS AFFORDING COVERAGE	NAIC#
	P.O. Box 62267 Cincinnati, OH 45262-0267	Α	Canal Insurance Company	10464
	P (513) 777-7775 F (513) 777-7782 certificates@brandsinsurance.com		Scottsdale Insurance Company	41297
INSURED	Lusher Trucking Co, Inc. 70 Davis Branch Road Prichard, WV 25555			
REQUIREMEN	ERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO IT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT S DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIO	TO WHI	CH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE IN	SURANCE AFFORDED BY

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,00
COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES	\$100,00
CLAIMS MADE OCCUR	CBS7042160	00/10/2024	02/18/2025	MED EXP (any one person)	\$5,00
	CP3/943109	02/18/2024		PERSONAL & ADV INJURY	\$1,000,00
GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	\$2,000,00
POLICY PROJECT LOC				PRODUCTS - COMP/OP AG	\$1,000,000
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$1,000,000
ANY AUTO SCHEDULED AUTO				BODILY INJURY (per person)	
ALL OWNED NON-OWNED	CT1027112611	02/19/2024	00/10/2025	BODILY INJURY (per accident)	
HIRED AUTO	C11027112811	02/10/2024	02/18/2025	PROPERTY DAMAGE	
EXCESS LIABILITY				EACH OCCURRENCE	
UMBRELLA FORM OCCUR		1		AGGREGATE	
EXCESS AUTO LIAB CLAIMS MADE					
WORKERS COMPENSATION				WC STATU- TORY LIMITS ER	
ANY DOODDIETED (DADTHED (EVEN IT) IT Y/N				EL EACH ACCIDENT	
OFFICER/MEMBER EXCLUDED?				EL DISEASE - EACH EMP	
OPERATIONS below				EL DISEASE - POLICY LIMIT	
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
ANY AUTO				OTHER THAN AUTO ONLY	
				EACH ACCIDENT	
				AGGREGATE	
Cargo	CT1027112611	02/18/2024	02/18/2025	Limit: \$100,000 Deductible: \$1,000	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED HIRED AUTO EXCESS LIABILITY UMBRELLA FORM EXCESS AUTO LIAB WORKERS COMPENSATION EMPLOYERS' LIABILITY ANY PROPRIETER/PARTNER/EXECUTIVE WYN OFFICER/MEMBER EXCLUDED? If yes, describe under DESCRIPTION OF OPERATIONS below GARAGE LIABILITY	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR CPS7943169 GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED HIRED AUTO EXCESS LIABILITY UMBRELLA FORM CCUR EXCESS AUTO LIAB CLAIMS MADE WORKERS COMPENSATION EMPLOYER'S LIABILITY ANY PROPRIETEN/PARTNER/EXECUTIVE NOFICER/WEBER EXCLUDED? If yes, describe under DESCRIPTION OF GARAGE LIABILITY ANY AUTO	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR CPS7943169 02/18/2024 GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED NON-OWNED CT1027112611 02/18/2024 EXCESS LIABILITY UMBRELLA FORM OCCUR EXCESS AUTO LIAB UNGRERS COMPENSATION EMPLOYERS' LIABILITY ANY PROPRIETER/PARTNER/EXECUTIVE IN ITYSE, describe under DESCRIPTION OF OPERATIONS below GARAGE LIABILITY ANY AUTO	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE CPS7943169 O2/18/2024 O2/18/2025 GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT ANY AUTO ALL OWNED NON-OWNED CT1027112611 O2/18/2024 O2/18/2025 CT1027112611 O2/18/2024 O2/18/2025 CT1027112611 O2/18/2024 O2/18/2025 CT1027112611 O2/18/2024 O2/18/2025 CT1027112611 O2/18/2024 O2/18/2025	CENERAL LIABILITY COMMRCIAL GENERAL LIABILITY CLAIMS MADE CLAIMS MADE CLAIMS MADE COMMRCIAL GENERAL LIABILITY CLAIMS MADE CLAIMS MADE CLAIMS MADE CLAIMS MADE CLAIMS MADE CLAIMS MADE CLAIMS MADE CLAIMS MADE CLAIMS MADE CLAIMS MADE CLAIMS MADE CLAIMS MADE CLAIMS MADE CLAIMS MADE COMBINED SINGLE LIMIT BODILTY INJURY (per person) BODILY INJURY (per person) BODILY INJURY (per person) BODILY INJURY (per person) BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE CAGREGATE CHARLES AUTO LIAB CHARLE

CERTIFICATE HOLDER

CANCELLATION

State of West Virginia 1900 Kanawha Blvd. E Building 5 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

BRANDS INSURANCE FORM PCERT (9/11)

WV-10 Approved / Revised 06/08/18

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

_		A state of the determination of the vendor Preference, if applicable.
1.	X	Application is made for 2.5% vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association Virginia, for four (4) years immediately preceding the date of this certification; or,
		Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest bidder held by another entity that meets the applicable four year residency requirement; or,
		Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. [_X		Application is made for 2.5% vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.		Application is made for 2.5% vendor preference for the reason checked: Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are vendor's bid; or,
4.] E	Application is made for 5% vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (4) and (2)
5. X] E a s	Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is
6.	B p cc re	Application is made for 3.5% vendor preference who is a veteran for the reason checked: idder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for ontinuously over the entire term of the project, on average at least seventy-five percent of the vendor's bid and esidents of West Virginia who have resided in the state continuously for the two immediates.
7.	A da	pplication is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. In a minority-owned business.
8. 	A p Bi	oplication is made for reciprocal preference. Idder is a West Virginia resident and is requesting reciprocal and the second sec
	emer	erstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the state of the such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; ting agency or deducted from any unpaid balance on the contract or purchase order.
By sub author the red deeme	omiss rizes ti quirec ed by	he Department of Revenue to disclose any reasonably requested information to the Purchasing Division and business taxes, provided that such information does not contain the amounts of taxes paid nor any other information.
Bidde	r hen	eby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder ning contained within this certificate changes during the term of the contract, Bidder will notify the Purchas-
Bidder	: <u>Lus</u>	sher Trucking Co., Inc. Signed:
Date:_ *Check #		24/24 Title: President
		DESCRIPTION AND DESCRIPTION AND ADDRESS OF THE PARTY OF T

^{*}Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT2400000100

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.

(Chec	k the bo	ox next to each addendum re	ceive	1)	
	[X]	Addendum No. 1	[]	Addendum No. 6
	[]	Addendum No. 2	[]	Addendum No. 7
	[]	Addendum No. 3	[]	Addendum No. 8
	[]	Addendum No. 4	[]	Addendum No. 9

Addendum Numbers Received:

Addendum No. 5

[]

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

LUSHER TRUCKING CO.,

Addendum No. 10

INC. 70 DAVIS BR. RD. PRICHARD, WV 25555

Company

Authorized Signature

6-34-3034

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

SOLICITATION NUMBER: CRFQ DOT2400000100 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2400000100 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[X]	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

Additional Documentation:

Bid Opening moves to 06/26/2024 at 1:30pm

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.

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.

(Printed Name a	d Title) <u>Frank W. Lusher President</u>					
(Address) 70	Davis Branch Road Prichard, WV 25555					
	(Phone Number) / (Fax Number) 304-486-5195 304-486-9060 (FAX)					
	lusher236@hotmail.com					
(Cilian addiess)		_				

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Lusher Trucking Co., Inc.	
(Company) tree he du	, , , , , , , , , , , , , , , , , , ,
(Signature of Authorized Representative)	
Frank W. Lusher 304-544-0183 (cell)	
(Printed Name and Title of Authorized Representative) (Date) 304-486-5195 304-486-9060 (FAX)	
(Phone Number) (Fax Number)	
lusher236@hotmail.com	

(Email Address)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways and the West Virginia Adjutant Generals Office/West Virginia Army Reserve National Guard, to establish an open-end contract for various sizes and types of Stone, Aggregate, Cinders, and Slag to include delivery FOB to the Agency's Established Locations only, throughout the state of West Virginia.
- 2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 "ADO" and "Agency Delivery Order" A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
 - 2.2 "AASHTO" The American Association of State Highway and Transportation Officials is a standard setting body which publishes specifications, test protocols, and guidelines that are used in highway design and construction throughout the United States; www.transportation.org.
 - 2.3 "Agency" For the purposes of this contract refers to the West Virginia Division of Highways (WVDOH) and/or the Adjutant General's Office/West Virginia Army Reserve National Guard.
 - **2.4** "Contract Item(s)" The list of items available for Vendor to provide pricing as identified in Section 3.2 of this Solicitation and referenced throughout.
 - 2.5 "Contractor" or "Vendor" Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.
 - 2.6 "Emergency Request" Orders requiring to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a representative of the WVDOH.

Materials, equipment, and performance of this contract shall conform to, but are not limited to, the requirements of Sections 218, 401,702, 703, 704, and 716.1.1 as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx. Hard copies of these publications may be purchased from Technical Support Division, by completing the Specification Order Form provided within the website.

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - **3.2.1** Materials: All materials bid and provided under this contract must meet or exceed mandatory requirements as shown below and adhere to the Standard Specs, as amended:
 - 3.2.1.1 Fine Aggregate must adhere to Standard Spec 702. Fine Aggregate on the Pricing Pages, ATT A, shall be for Portland Cement Concrete or mortar sand. The type shall be specified by the Agency on the ADO.
 - 3.2.1.2 Coarse Aggregate must adhere to Standard Spec 703. Coarse Aggregate on the Pricing Pages, ATT A, is identified by an AASHTO standard size. Except for 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:
 - AASHTO #7
 - AASHTO #8
 - AASHTO #9
 - AASHTO #8 Modified
 - AASHTO #9 Modified
 - 3.2.1.3 Crushed Stone must adhere to Standard Spec 703.1.
 - 3.2.1.4 Rip Rap must adhere to Standard Spec 704.2.
 - 3.2.1.5 Stone For Gabions must adhere to Standard Spec 704.3.
 - 3.2.1.6 Shot Rock must adhere to Standard Spec 704.8.

on that fraction of material retained on the US Standard # 4 (4.75 mm) sieve.

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

Sieve Size	% Passing By Weight
1/2 inch	100
3/8 inch	85-100
# 100	0–10

3.2.1.9 Aggregate For Base and Sub-Base must adhere to Standard Spec 704.6. Aggregate for base and sub-base on ATT A are identified by Class. 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.

3.2.1.10 #8 Modified and #9 Modified must adhere to Standard Spec 703.3. 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

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:

Sieve Size	% Passing By Weight	
1/2 inch	100	
3/8 inch	85–100	
#100	0-20	

- 3.2.1.14 Imbricated Stone/Rock shall meet Standard Spec 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.
- 3.2.2 Material Transportation: The Agency expects that the Vendor shall source from the source nearest the Agency's established delivery location. The Agency, at its own discretion, will decide the route to be taken due to bridge and/or other road restrictions utilizing "Google Maps" or a similar source.
- 3.2.3 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 (6) days of shipment (or if tested during production, at least one sample every six days of production). All samples taken by 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 be:

plan outlined in MP 700.00.51 Guide for Quality Control and Acceptance Plans for Purchase Order Contracts for Stone and Aggregate, as amended. Vendor shall provide gradation test results to the Agency within 72 hours.

3.2.4.1 Sampling Testing & Evaluation: As per Standard Spec 704, the Agency reserves the right to have materials sampled, tested, and evaluated material deliveries. 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 per the Vendor's quality control plan outlined in MP 700.00.51, Guide for Quality Control and Acceptance Plans for Purchase Order Contracts for Stone and Aggregate, as amended. Vendor shall provide the gradation test results to the WVDOH within 72 hours.

Gradation test results shall be averaged per MP 300.00.51, Procedural Guidelines for Maintaining Control Charts for Aggregate Gradations, as amended. When the average falls outside the applicable limits, the entire 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.

3.2.4.2 Non-Conformance Price Adjustment: 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

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
$$\boxed{1 - \underbrace{\frac{PQn}{100Qt}}_{\text{100Qt}} = AP \text{ (price to be paid after adjustment)} }$$

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 the price to be paid 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:

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

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

3.2.5 Continuous Stockpile: In the event material is delivered from a continuous stockpile, that is, a stockpile which is continuously being replenished while also having material removed for these applications, certification shall be based on the shipment samples.

spreadsheet. Vendor may bid on any or all Contract Items and any or all locations listed. Vendor shall factor into their bid prices any related overhead expenses, equipment, materials, and delivery to established location when calculating their bid price for each Contract Item. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

The Pricing Pages contain a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

- 4.2.1 <u>Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation</u>. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: <u>John.W.Estep@wv.gov</u>
- 4.2.2 Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2, such as pricing pages from a previous solicitation, shall result in the disqualification of the Vendor's bid in its entirety.
- **4.2.3** Vendor shall supply its pricing with corresponding plant source and storage site information for all Items bid.
- 4.2.4 Changing a column or row description, Contract Item description, unit of measure on the **Pricing Pages**, Attachment A (ATT A) shall result in the disqualification of Contract Item bid on the altered line.
- **4.2.5** Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.
- **4.2.6** Failure to submit ATT A and ATT B with bid submission may result in the disqualification of the Vendors entire bid.
- 4.3 Source Information Form, Attachment B (ATT B), provides material source details and is due with the Pricing Pages (ATT A) at the time of bid submission. ATT B shall provide details as requested for each plant sourced with plant name details to correlate with pricing bid on ATT A. Vendor may list multiple source and storage sites on ATT B. The Vendor's ATT B shall exclude no locations pertinent to its Contract Items bid.

5. ORDERING AND PAYMENT:

- 5.1 Ordering: Vendor shall accept orders through regular mail, facsimile, email, 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 can accept online orders, it shall 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.
- Delivery Order ("ADO"): District personnel should issue an Agency Delivery Order (ADO) from OASIS for specific quantities of materials based on each project's requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in OASIS and approved to "Final", prior to placing the order with the vendor. The District is responsible for creating the ADO in OASIS and is required to submit the approved order, in writing, directly to the vendor via mail, email or fax. Verbal communication with the vendor is not considered an official order. In the event the vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from OASIS.

Emergencies shall be prominently noted on the ADO. Once complete, the ADO shall be sent to Vendor via fax, email, or mail.

5.3 Payment: Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia 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 West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

6.1 Project Acceptance and Written Verification of Receipt: Upon receipt of a WVDOH ADO, the Vendor shall advise the WVDOH in writing within three (3)

Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOH's specified ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

Table 108.7.1
Schedule of Liquidated Damages

Original Contract Amount		Daily Charges Per
For More Than	To and Including	Calendar Day
\$0	\$500,000	\$350
\$500,000	\$2,000,000	\$650
\$2,000,000	\$10,000,000	\$1,600
\$10,000,000	\$25,000,000	\$3,100
\$25,000,000		\$4,200

- 6.3.2 Force Majeure: It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.
- 6.4 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery.

Deliveries made by the vendor shall be comprised only of Contract Items intended for delivery at that location and specified in the pricing pages, contract specifications or ADO. At no time shall property belonging to the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the vendor, or items left with the intention of being distributed to an alternate location.

6.5 Return of Unacceptable Items: The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return

- **8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 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.
- 8.3 Reports: Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 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 should list its Contract Manager and his or her contact information below.

Contract Manager: Frank W. Lusher
Telephone Number: 304-486-5195
Fax Number: 304-486-9060
Email Address: lusher236@hotmail.com

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