



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

Request for Quotation

RFQ NUMBER
6612C018

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

VENDOR	*709045044 304-486-5195
	LUSHER TRUCKING CO INC
	70 DAVIS BRANCH RD
	PRICHARD WV 25555

SHIP TO	DIVISION OF HIGHWAYS
	VARIOUS LOCALES AS INDICATED
	BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/12/2012				

BID OPENING DATE: 02/08/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		750-35		
<p>CRUSHED STONE AND AGGREGATE</p> <p>OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO SUPPLY STONE AND AGGREGATE FOR DISTRICTS 1 THRU 10 PER THE ATTACHED SPECIFICATIONS, AND SUPPLY LABOR, MATERIAL AND EQUIPMENT NECESSARY TO SUPPLY CINDERS FOR DISTRICTS 1, 3, 4, 6 AND 7, PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT ALAN.W.CUMMINGS@WV.GOV.</p> <p>DEADLINE FOR TECHNICAL QUESTIONS IS 01/26/12 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY AN OFFICIAL WRITTEN ADDENDUM BY PURCHASING IS BINDING.</p>						

RECEIVED
 2012 FEB 14 PM 12:04
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Alan W. Cummings</i>	304-486-5195	2/13/12	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	550577610		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF SIX (6) MONTHS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Frank W. Johnson* TELEPHONE **304-486-5195** DATE **2/13/12**

TITLE **President** FEIN **550577610** ADDRESS CHANGES TO BE NOTED ABOVE

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<p>IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank W. Doherty</i>	TELEPHONE 304-486-5195	DATE 2/13/12
TITLE President	FEIN 550577610	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank W. [Signature]</i>	TELEPHONE 304-486-5195	DATE 2/13/12
TITLE President	FEIN 550577610	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>BUYER: ALAN CUMMINGS - FILE # 33</p> <p>RFQ. NO.: 6612C018</p> <p>BID OPENING DATE: 02/08/2012</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-486-9060 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Frank Lusher -----</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Lusher</i>	TELEPHONE 304-486-5195	DATE 2/13/12
TITLE President	FEIN 550577610	ADDRESS CHANGES TO BE NOTED ABOVE

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1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications, shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, and 401.9.3.

The requirements of the West Virginia Department of Transportation, Division of Highways, Standard Specifications, Roads and Bridges, Section 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS shall apply to all material supplied under this contract. This will include material loaded by the vendor into Division of Highways owned and/or rented trucks.

The terms "Contractor" and "Vendor" used in the above specifications of this Contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2010, and the January 1, 2011 Supplemental Specifications may be obtained from:

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
(Phone) 304-558-2885

<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

2. SCOPE OF WORK

To provide all labor, materials and equipment to supply Stone and Aggregate for the Division of Highways District 1 through 10 and Cinders for Districts 1, 3, 4, 6 and 7 for approximately **six months** after inception date of contract for the spring/summer 2012 season. This is NOT a twelve month contract.

3. MATERIALS

<u>MATERIAL (NOTE 1)</u>	<u>SPECIFICATION SECTION</u>
Fine Aggregate	702 (Note 5)
Coarse Aggregate	703 (Note 5)
Riprap	704.2
Stone for Gabions	704.3
Shot Rock	704.8
Abrasives (Note 2)	Note 3
Aggregate for Base and Sub-base	704.6 (Note 5)
No. 8 Modified and No. 9 Modified	Note 4

NOTE 1: Fine aggregate on the bid schedule shall be considered to be fine aggregate for Portland cement concrete or mortar sand, the particular type to be specified in the Agency Release. Coarse aggregate on the bid schedule is identified by an AASHTO standard size; e.g., AASHTO Size No. 1, AASHTO Size No. 467, etc. Aggregate for base and sub-base on the bid schedule is identified by class; e.g., Class 1, Class 2, and Class 9, etc.

NOTE 2: Abrasives shall conform to the following specifications:

A. Quality

1. Crushed sandstone shall not be used as an abrasive.
2. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
3. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard No. 4 (4.75 mm) sieve.
4. When gravel is used as an abrasive, the material retained on the No. 8, sieve shall have a majority of crushed particles.

B. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27.

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>	
	Standard	Modified
1/2 inch	100	100
3/8 inch	85-100	85-100
No. 100	0-10	0-4

NOTE 3: In addition to meeting the gradation requirements of AASHTO No. 8 and No. 9 aggregate in table 703.4, Modified AASHTO No. 8 and Modified AASHTO No. 9 aggregate shall have a maximum of 2.5% passing the No. 200 sieve as determined by AASHTO T-11 and T-27. Modified AASHTO No. 8 and Modified AASHTO No. 9 aggregate shall meet all other requirements for AASHTO No. 8 and AASHTO No. 9 aggregate.

NOTE 4: With exception of the following contract items, grading on all specified sieve sized for material furnished shall be determined by AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11:

Item J, AASHTO No. 7
Item K, AASHTO No. 8

Item L, AASHTO No. 9
 Item S, AASHTO No. 8 Modified
 Item T, AASHTO No. 9 Modified

The grading for the above items shall be determined by AASHTO T-27 and AASHTO T-11.

NOTE 5: Cinders (Power Plant Slag) shall conform to the following specifications:

A. Definition

Cinders (Power Plant Slag) consists of Wet Bottom Boiler Slag (shiny, black, glassy material) formed when molten ash from the burning of coal drops into water and shatters at the bottom of the boiler, and/or Bottom Ash formed when ash particles from the burning of pulverized coal is allowed to air cool at the bottom of the furnace.

B. Quality

Total deleterious substances, including but not limited to metal, glass, clay, shale, and thin or elongated pieces, shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the US Standard No. 4 (4.75 mm) sieve.

C. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27.

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
1/2 inch	100
3/8 inch	85-100
No. 100	0-20

NOTE 6: No. 11 Limestone for SRIC shall conform to the following specifications:

A. Quality

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 1% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard No. 8 (2.36 mm) sieve.

B. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27.

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
3/8 inch	100
No. 4	40-90
No. 8	10-40
No. 100	0-5

NOTE 7: Quarry Waste shall meet the WVDOH specifications 716.1.1 – Random Material.

4. BID INSTRUCTIONS

Vendors may bid any or all items on the bid schedule. Vendors shall provide the information requested in Subsection 14.1 paragraphs (a), (b), (c) and (d) on the bid schedule. Failure to provide required information will be sufficient grounds to invalidate the bid.

Any qualification of bids or any modification of the specifications or conditions governing the bids may be cause to reject bids.

The Division of Highways may purchase stone and aggregate F.O.B. Vendor's Storage Site. The bid price F.O.B. Vendor's Storage Site shall include the loading of Division of Highways' trucks by Vendor.

Vendor shall have the capacity to deliver a minimum quantity of 300 tons per day to any designated site when directed by the Division of Highways District Engineer/Manager.

5. DETERMINING LOW BID

Bids will be evaluated by the Division of Highways on the basis of cost per cubic yard F.O.B. at the designated site. Cost per cubic yard will be determined by multiplying the Vendor's bid price in dollars per ton by a "Tons per cubic yard factor" which is listed in the following table:

AGGREGATE TONS PER CUBIC YARD FACTORS

ITEM	TYPE OF MATERIAL (numbers in parenthesis are pounds per cubic yard.)				
	LIMESTONE	SANDSTONE	GRAVEL	BLAST	
				FURNANCE SLAG	STEEL SLAG
Class 1, 2, 9, 10	1.46	1.46 (2920)	1.46 (2920)	1.36 (2720)	1.81 (3620)
AASHTO Sizes No. 1 thru No. 7	1.30 (2600)	1.30 (2600)	1.30 (2600)	1.04 (2080)	1.61 (3220)
AASHTO Sizes No. 8 thru No. 10	1.32 (2640)	1.32 (2640)	1.32 (2640)	1.20 (2400)	1.61 (3220)
Gabions	1.31 (2620)	1.31 (2620)	1.31 (2620)	-----	-----
Fine Aggregate	1.40 (2800)	1.40 (2800)	1.40 (2800)	1.36 (2720)	1.77 (3540)
Abrasives	1.36 (2720)	1.36 (2720)	1.36 (2720)	1.28 (2560)	1.75 (3500)
Riprap/Shot Rock	1.31 (2620)	1.31 (2620)	-----	-----	-----

CINDERS – (numbers in parenthesis are pounds per cubic yard)

<u>Source (Note 1)</u>	<u>Tons per Cubic Yard Factor</u>
Albright Power Albright, WV	0.90 (1,792)
Burger Power Dilles Bottom, OH	1.29 (2,579)
Fort Martin Power Fort Martin, WV	0.94 (1,883)
Harrison Power Haywood, WV	0.95 (1,900)
John Amos Power Winfield, WV	0.82 (1,631)
Pleasants Power Plant Willow Island, WV	1.09 (2,185)
Mountaineer Power New Haven, WV	0.65 (1,305)
Bruce Mansfield Plant Shippingport, PA	1.09 (2,160)
Virginia Electric Power Mt. Storm, WV	0.79 (1,585)
Hatfield Power Masontown, Pa	0.85 (1,700)

NOTE 1: In the event the bidding source is not listed, it will be necessary for the Division of Highways to establish the weight per unit volume of said source prior to award.

6. CONTRACT AWARD

All qualified Vendors who submit a valid bid F.O.B. Vendor' Storage Site will be awarded a contract to establish a unit price for those items bid per bid schedule Subsection 14.1.

An Agency Release will be issued to the low bidder when a specific type and quantity of material is to be purchased for use on a designated project.

An Agency Release, specifying Division of Highways F.O.B. Vendors' Storage Site, may only be issued when material for routine highway maintenance operations at various locations is to be purchased. When material is secured on an Agency Release of this nature, the Division of Highways District Engineer/Manager shall take those steps necessary to assure that material is secured from the Vendor which results in the lowest cost to the Division of Highways. Factors to be considered shall include, but are not limited to; bid price of material, haul cost at \$1.50 for the first ton-mile and \$0.25 for each additional mile.

Qualified Vendors who submit a valid bid F.O.B. Division Storage Site will be awarded a contract to establish a unit price for those locations and items for which their bid is low based on cost per cubic yard per bid schedule Subsection 14.2. Quantities listed on bid schedule, Subsection 14.2 are approximations only. An Agency Release, with the required delivery schedule, will be issued for the actual quantity of material to be delivered to the location specified. If the Vendor is unable to furnish material in accordance with the specified delivery schedule, the Division of Highways District Engineer/Manager shall be advised in writing within five (5) working days of the reason for failure to conform to delivery requirements.

All qualified Vendors who are awarded F.O.B. Division Storage Sites must have the awarded items available for delivery thirty (30) days after the contract award date.

In the event a Vendor fails to conform to the requirements stated in this contract document, the Agency Release or the governing specifications, the Agency Release may be cancelled and reissued to the next lowest bidder.

The Vendor is not authorized to ship, nor is the Division of Highways authorized to receive materials prior to the issue of an Agency Release.

7. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

In accordance with Chapter 5A, Article 3, Section 9 of the Code of West Virginia the commodities or services contracted for herein shall be available to all local governmental bodies in accordance with the same prices, terms and conditions afforded to the State of West Virginia.

In the event any Vendor does not wish to extend the prices, terms and conditions of his bid and subsequent contract to all political sub-divisions of the State, he must so indicate in a clear and unambiguous manner in his bid. This indication does not prejudice the award of the contract. If a Vendor does not indicate his refusal to extend the prices, terms and conditions of his bid to political sub-divisions of the State he is bound to extend them upon issuance of a purchase order by these other entities.

Other organizational entities using this provision of the contract shall do so without any involvement of the Division of Highways. That is, the entity shall make its own purchase arrangements with the Vendor and shall make its own arrangement for payment.

8. HAULING AGGREGATE TO STATE PROJECTS BY CONTRACTOR

The most direct suitable route from the Vendor's aggregate storage site to the midpoint of the project site will be determined by the Division of Highways and used to compute haul distance for the purpose of determining low bid, and also for the purpose of determining payment.

In-state delivery route mileage will be calculated by the Division of Highways from the Vendor's storage site to the midpoint of the Division of Highways project job site by utilizing the Division of Highways Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each Division of Highways District office and the Division of Highways Central Office. The Division of Highways will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the Division of Highways utilizing "MapQuest" or a similar source for routing from the Vendor's storage site to the WV State line at which time, the Straight Line Diagrams will be sourced to the Division of Highways project job site.

The Contractor shall deposit aggregates at the project site at the locations and in the manner directed by the Division of Highways. This may include tailgating the aggregate into an aggregate spreader or onto a roadway, or dumping the aggregate into a stockpile.

9. WEIGHING MATERIALS DELIVERED BY TRUCK

Material delivered by truck shall be weighed in accordance with Section 401.9.3 of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications.

10. WEIGHING MATERIALS DELIVERED BY MODES OF TRANSPORTATION OTHER THAN TRUCKS

Materials delivered to the designated site by barge, or other non-truck modes shall have their weight determined by a means acceptable to the Division of Highways, and the weights of materials so shipped shall be certified, by the Vendor or his authorized agent, to be correct.

The minimum barge delivery requested will be approximately 6,500 tons per the Agency Release. When barge delivery is required contract item will be ordered in 1500 ton increments.

11. SAMPLING AND TESTING

Sampling and testing for quality of all items furnished in this contract will be the responsibility of the Division of Highways. Minimum frequency of sampling and testing for quality on all materials (other than those sources already covered by the Division of Highways' "commercial source" approval) will be at least one sample every six days of shipment (or if tested during production, at least one sample every six (6) days of production).

Other minimum frequencies shall be in accordance with the following:

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

All samples taken by the Vendor shall be by a Certified Aggregate Sampler or Certified Aggregate Inspector. Tests shall be performed by a Certified Aggregate Inspector.

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

NOTE 2: In the event visual inspection of the aggregate indicates excess or unusual moisture beyond that normally expected in the aggregate, the Division of Highways reserves the right to determine the moisture content by standard methods. If this becomes necessary, the net weight of the portion represented will be adjusted utilizing the test results obtained by the Division of Highways in accordance with MP 700.00.22. Items "O" & "P" (Abrasives) will be considered fine aggregate outlined in MP 700.00.22.

12. ACCEPTANCE PLAN

Material failing to comply with the quality requirements will not be accepted. Acceptance for gradation shall be on the basis of test results, provided and certified by the Vendor to be true test results and representative of the material supplied to the Division of Highways, 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 sublots). A subplot 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 subplot and lot will be considered the same. Frequency of sampling and testing shall be in accordance with the Vendor's quality control plan outlined in MP 700.00.51. The Vendor shall provide the gradation test results to the Division of Highways within 72 hours.

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

When a subplot of material is to have its price adjusted, the percentage point difference between the nonconforming test value and the specification limit shall be determined for each sieve size determined to be nonconforming, and this value shall be multiplied by its appropriate multiplication factor as set forth in Table 1.

<u>NONCONFORMING SIEVE SIZE</u>	<u>MULTIPLICATION FACTOR</u>
Plus No. 40	1
No. 40	1.5
No. 50	1.5
No. 100	2.0 (1.3 for abrasives and cinders)
No. 200	2.5
1/2"	1
3/8"	1

The total measure of nonconformance of an individual sub lot is the sum of all nonconformances on the various sieve sizes of that subplot. In no case, however, shall a subplot of material have its price adjusted more than once, and the first adjustment which is determined shall apply.

When the total degree of nonconformance has been established and it is 12 or less, the material will be paid for at an adjusted contract price as specified in Table 2.

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

*The Division of Highways will make a special evaluation of the material and determine the appropriate action.

In the event a Vendor delivers a specific quantity of material from a stockpile, and said quantity is less than the total quantity contained in the stockpile and it has been determined from his certified test data that a nonconforming subplot(s) is contained in said stockpile, the price reduction shall be calculated for the specific quantity as follows:

The percent price reduction shall be determined as set forth above for the nonconforming sub-lot. The quantity represented by the nonconforming subplot shall then be calculated as a percent of the total (total material contained in the stockpile). To determine the price reduction on the specific quantity delivered, multiply the percent of nonconforming material contained in the stockpile by the quantity delivered, and reduce this quantity by the percent price reduction as determined.

Example:

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

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

WHERE T = tonnage delivered
 P = percent price reduction
 D = cost per ton
 Q_n = quantity of nonconforming subplot(s)
 Q_t = quantity of total stockpile

If two (2) sublots are nonconforming 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 (3) sublots are nonconforming, calculate each separately and subtract twice the price to be paid before adjustment for tonnage delivered, and so on. Example:

$$(AP_1 + AP_2) - TD = \text{Final price to be paid after adjustments}$$

OR

$$(AP_1 + AP_2 + AP_3) - 2 TD = \text{Final price to be paid after adjustments}$$

WHERE: AP = price to be paid after initial adjustment for one nonconforming subplot determined by the above equation.
 T = tonnage delivered
 D = cost per ton

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.

13. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by any State Agency as a condition of award.

Vendors are encouraged to utilize a paperless invoice process submitting the following information via e-mail to the Division of Highways ordering locations:

- a. All weigh ticket numbers for material delivered during the invoicing period.
- b. Division of Highways Agency Release number and this contract number.
- c. Total quantity and unit price with the total cost of each type of material furnished.
(Total quantity invoiced shall be scale weights, supported by weigh tickets and adjusted in accordance with Section 11, Note 2.)

NOTE: Under no circumstances will the Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the Agency Release.

14. BID SCHEDULE VENDOR NAME: Lusher Trucking Co., Inc.

14.1 Bid F.O.B. Vendor's Storage Site (Items A-W)

a) SOURCE OF MATERIAL (State all sources for which bid prices apply) (e.g., Quarry location if Sandstone or Limestone; dredging or pit location if Gravel; production plant name and location if Slag)

Limestone: Mountain Materials, Carter City, KY
Hanson Aggregates, Grayson, KY
Brushy Creek Stone, Carter, KY
Slag: Mountain Slag, Wurtland, KY AK Steel, Ashland, KY
Gravel/Sand: Letart Corp. Rt. 2, Gallipolis Ferry, WV

b) EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be submitted when bid price varies between Vendors' storage sites.

Limestone: Mountain Materials: Rt. 474 Carter, KY
Hanson Aggregates: 14011 St. Highway 9(15 mi. from) Grayson, KY
Slag: Mountain Slag US 23, Wurtland, KY
Brushy Creek Stone: Rt. 2 Carter, KY
Gravel/Sand: Letart Corp. Rt. 2, Gallipolis Ferry, WV

Bid Price per Ton Items A-W
F.O.B. Vendor's Storage Site

<u>Contract Item</u>	<u>Description of Material</u>	<u>LIMESTONE SANDSTONE, GRAVEL, SAND</u>	<u>BLAST FURNACE SLAG</u>	<u>STEEL SLAG</u>
A	Class 1 Aggregate	7.25	10.75	
B	Class 2 Aggregate	7.25	10.75	
C	Class 10 Aggregate	7.25	10.75	
D	AASHTO #1 Aggregate	8.25	10.75	
E	AASHTO #3 Aggregate	7.50	10.75	
F	AASHTO #4 Aggregate	7.50	10.75	
G	AASHTO #467 Aggregate	7.50	10.75	
H	AASHTO #57 Aggregate	7.50	10.75	
I	AASHTO #67 Aggregate	9.25	10.75	
J	AASHTO #7 Aggregate			
K	AASHTO #8 Aggregate	10.25	13.00	
L	AASHTO #9 Aggregate		13.00	
M	Stone for Gabions	9.50		
N	Fine Aggregate	9.00		
O	Standard Abrasives		10.00	
P	Modified Abrasives		10.00	
Q	Riprap	10.50		
R	Shot Rock	10.50		

NOTE: VENDOR SHOULD TYPE BID SCHEDULE

The "Bid Schedule" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

BID SCHEDULE (Continued)

VENDOR NAME: Lusher Trucking Co., Inc.

14.1 Bid F.O.B. Vendor's Storage Site (Items A-W) (Continued)

<u>Contract Item</u>	<u>Description of Material</u>	<u>Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site</u>		
		<u>LIMESTONE SANDSTONE, GRAVEL, SAND</u>	<u>BLAST FURNACE SLAG</u>	<u>STEEL SLAG</u>
S	AASHTO #8 Modified		13.00	
T	AASHTO #9 Modified			
U	Pea Gravel	6.00		
V	#11 Limestone Abrasives	7.50		
W	Quarry Waste	7.50		
X	Haul by Vendor (Items A-W Except for Items Q and R): @ <u>1.00</u> \$ for First Ton-Mile @ <u>.15</u> \$ for Each Additional Ton Mile			
Y	Haul by Vendor (Items R and/or Q only): @ <u>1.25</u> \$ for First Ton-Mile @ <u>.15</u> \$ for Each Additional Ton-Mile			

<u>Contract Item</u>	<u>Description of Material</u>	<u>Bid Price per Ton Item AA F.O.B. Vendor's Storage Site</u>
AA	Cinders (See Note 1.)	

Note 1: Bid price shall include cost of Vendor Loading Department trucks.

c) SOURCE OF MATERIAL Name and Location of plant which produces material for Item AA:

d) EXACT LOCATION OF VENDOR'S STORAGE SITE(S) for Item AA. A separate bid schedule must be submitted when bid price varies between Vendors' storage sites.

14. BID SCHEDULE VENDOR NAME Lusher Trucking Co., Inc.

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 1

6612C018

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
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Bid Price (\$/Ton) F.O.B.
DOH Storage Site

BOONE COUNTY

A	Class 1	2500	Seth
D	AASHTO #1	500	Seth
E	AASHTO #3	1800	Seth
G	AASHTO #467	1000	Seth
L	AASHTO #9	1000	Seth
O	Standard Abr.	2500	Seth
P	Modified Abr.	2500	Seth
S	AASHTO #8M	1500	Seth

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
	28.50	
	28.50	
	28.50	
	28.00	
	28.00	

BOONE COUNTY

A	Class 1	10000	Rock Creek
D	AASHTO #1	1000	Rock Creek
E	AASHTO #3	2500	Rock Creek
G	AASHTO #467	1000	Rock Creek
L	AASHTO #9	1000	Rock Creek
M	Gabion Stone	1500	Rock Creek
N	Fine Aggregate	500	Rock Creek
O	Standard Abr.	2500	Rock Creek
P	Modified Abr.	2500	Rock Creek
S	AASHTO #8M	2500	Rock Creek

	27.50	
	27.50	
	27.00	
	27.00	

BOONE COUNTY

A	Class 1	2000	Clinton
G	AASHTO #467	1000	Clinton
L	AASHTO #9	1000	Clinton
O	Standard Abr.	1000	Clinton
P	Modified Abr.	1000	Clinton

	32.00	
	32.00	

14. BID SCHEDULE

VENDOR NAME Lusher Trucking Co., Inc.

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 1

6612C018

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
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Bid Price (\$/Ton) F.O.B.
DOH Storage Site

KANAWHA COUNTY

L	AASHTO #9	1000	North Charleston
N	Fine Aggregate	100	North Charleston
O	Standard Abr.	2500	North Charleston
P	Modified Abr.	2500	North Charleston
V	#11 Limestone Abr.	1500	North Charleston

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
	21.00	
	21.00	

KANAWHA COUNTY

A	Class 1	3100	Elkview
D	AASHTO #1	600	Elkview
E	AASHTO #3	1800	Elkview
G	AASHTO #467	2000	Elkview
L	AASHTO #9	1000	Elkview
M	Gabion Stone	500	Elkview
N	Fine Aggregate	100	Elkview
O	Standard Abr.	2500	Elkview
P	Modified Abr.	2500	Elkview
S	AASHTO #8M	3000	Elkview

	26.00	
	26.00	
	26.00	
	26.00	

KANAWHA COUNTY

A	Class 1	2500	Chelyan
D	AASHTO #1	600	Chelyan
E	AASHTO #3	1800	Chelyan
G	AASHTO #467	1000	Chelyan
L	AASHTO #9	1000	Chelyan
M	Gabion Stone	500	Chelyan
N	Fine Aggregate	100	Chelyan
O	Standard Abr.	2500	Chelyan
P	Modified Abr.	2500	Chelyan
S	AASHTO #8M	3000	Chelyan
U	Pea Gravel	500	Chelyan

	26.25	
	26.25	
	25.75	
	25.75	

14. BID SCHEDULE

VENDOR NAME Lusher Trucking Co., Inc.

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 1

6612C018

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
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Bid Price (\$/Ton) F.O.B. DOH Storage Site

KANAWHA COUNTY

A	Class 1	3000	St. Albans
D	AASHTO #1	600	St. Albans
E	AASHTO #3	1800	St. Albans
G	AASHTO #467	2000	St. Albans
L	AASHTO #9	1000	St. Albans
M	Gabion Stone	500	St. Albans
N	Fine Aggregate	100	St. Albans
O	Standard Abr.	2500	St. Albans
P	Modified Abr.	2500	St. Albans
S	AASHTO #8M	3000	St. Albans

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
	24.00	
	24.00	
	22.00	
	22.00	

MASON COUNTY

L	AASHTO #9	1000	Point Pleasant
N	Fine Aggregate	100	Point Pleasant
O	Standard Abr.	2500	Point Pleasant
P	Modified Abr.	2500	Point Pleasant

	21.75	
	21.75	

MASON COUNTY

A	Class 1	3000	Lakin
D	AASHTO #1	500	Lakin
E	AASHTO #3	1500	Lakin
G	AASHTO #467	1000	Lakin
M	Gabion Stone	1000	Lakin
S	AASHTO #8M	5000	Lakin

	28.00	
	28.00	

MASON COUNTY

A	Class 1	3000	Glenwood
D	AASHTO #1	500	Glenwood
E	AASHTO #3	1500	Glenwood
G	AASHTO #467	1000	Glenwood
S	AASHTO #8M	5000	Glenwood

19.75		
	21.00	
	21.00	
	25.00	

14. BID SCHEDULE

VENDOR NAME Lusher Trucking Co., Inc.

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 1

6612C018

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
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Bid Price (\$/Ton) F.O.B. DOH Storage Site

PUTNAM COUNTY

A	Class 1	5000	Hurricane Lot
D	AASHTO #1	1200	Hurricane Lot
E	AASHTO #3	1500	Hurricane Lot
G	AASHTO #467	1000	Hurricane Lot
L	AASHTO #9	1000	Hurricane Lot
O	Standard Abr.	2500	Hurricane Lot
P	Modified Abr.	2500	Hurricane Lot
S	AASHTO #8M	3000	Hurricane Lot

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
18.25		
	21.15	
	21.15	
	20.00	
	20.00	
	22.00	

PUTNAM COUNTY

A	Class 1	3000	Red House
D	AASHTO #1	1200	Red House
E	AASHTO #3	2000	Red House
G	AASHTO #467	1000	Red House
L	AASHTO #9	1000	Red House
N	Fine Aggregate	1000	Red House
O	Standard Abr.	1000	Red House
P	Modified Abr.	2500	Red House
S	AASHTO #8M	5000	Red House

	25.00	
	25.00	
	22.00	
	22.00	

PUTNAM COUNTY

A	Class 1	500	Scary
L	AASHTO #9	1000	Scary
N	Fine Aggregate	200	Scary
O	Standard Abr.	2500	Scary
P	Modified Abr.	2500	Scary
S	AASHTO #8M	800	Scary

	22.00	
	22.00	

14. BID SCHEDULE VENDOR NAME Lusher Trucking Co., Inc.

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 1

6612C018

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
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ROANE COUNTY

A	Class 1	600	Amma I-79
D	AASHTO #1	500	Amma I-79
E	AASHTO #3	500	Amma I-79
G	AASHTO #467	500	Amma I-79
L	AASHTO #9	1000	Amma I-79
N	Fine Aggregate	200	Amma I-79
O	Standard Abr.	2500	Amma I-79
P	Modified Abr.	2500	Amma I-79
S	AASHTO #8M	800	Amma I-79

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
	29.50	
	29.50	

KANAWHA COUNTY

A	Class 1	500	Alum Creek Corridor G
L	AASHTO #9	1000	Alum Creek Corridor G
N	Fine Aggregate	100	Alum Creek Corridor G
O	Standard Abr.	2000	Alum Creek Corridor G
P	Modified Abr.	2000	Alum Creek Corridor G
S	AASHTO #8M	500	Alum Creek Corridor G

	24.00	
	24.00	

KANAWHA COUNTY

A	Class 1	600	Rt. 119 Penn. Ave. I-64&I-77
L	AASHTO #9	1000	Rt. 119 Penn. Ave. I-64&I-77
N	Fine Aggregate	200	Rt. 119 Penn. Ave. I-64&I-77
O	Standard Abr.	2500	Rt. 119 Penn. Ave. I-64&I-77
P	Modified Abr.	2500	Rt. 119 Penn. Ave. I-64&I-77

	23.00	
	23.00	

14. BID SCHEDULE

VENDOR NAME Lusher Trucking Co., Inc.

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 1

6612C018

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
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Bid Price (\$/Ton) F.O.B.
DOH Storage Site

JACKSON COUNTY

A	Class 1	600	Haynes Branch I-77
D	AASHTO #1	1000	Haynes Branch I-77
E	AASHTO #3	1000	Haynes Branch I-77
L	AASHTO #9	1000	Haynes Branch I-77
N	Fine Aggregate	200	Haynes Branch I-77
O	Standard Abr.	2500	Haynes Branch I-77
P	Modified Abr.	2500	Haynes Branch I-77
S	AASHTO #8M	800	Haynes Branch I-77

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
	27.50	
	27.50	
	26.00	
	26.00	

MASON COUNTY

A	Class 1	10000	Glenwood
D	AASHTO #1	1500	Glenwood
E	AASHTO #3	3000	Glenwood
G	AASHTO #467	1500	Glenwood
S	AASHTO #8M	3000	Glenwood

19.75		
	21.00	
	21.00	
	25.00	

MASON COUNTY

A	Class 1	10000	Lakin
D	AASHTO #1	1500	Lakin
E	AASHTO #3	1500	Lakin
G	AASHTO #467	1500	Lakin
M	Gabion Stone	1500	Lakin
S	AASHTO #8M	10000	Lakin

	28.00	
	28.00	

14. BID SCHEDULE VENDOR NAME Lusher Trucking Co., Inc.

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 2 6612C018

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
<u>CABELL COUNTY</u>				LIMESTONE ONLY
E	AASHTO #3	Limestone 1000	Barboursville	16.00
H	AASHTO #57	Limestone 5000	Barboursville	15.75
I	AASHTO #67	Limestone 500	Barboursville	17.40
<u>LINCOLN COUNTY</u>				
E	AASHTO #3	Limestone 1500	West Hamlin	18.75
H	AASHTO #57	Limestone 2000	West Hamlin	17.95
I	AASHTO #67	Limestone 1000	West Hamlin	19.95
<u>LINCOLN COUNTY</u>				
E	AASHTO #3	Limestone 2000	Yawkey	20.25
H	AASHTO #57	Limestone 1000	Yawkey	20.25
<u>LINCOLN COUNTY</u>				
E	AASHTO #3	Limestone 500	Harts	21.25
H	AASHTO #57	Limestone 500	Harts	21.25
<u>LOGAN COUNTY</u>				
D	AASHTO #1	Limestone 1000	Wilkinson	
E	AASHTO #3	Limestone 1000	Wilkinson	
H	AASHTO #57	Limestone 1000	Wilkinson	
<u>LOGAN COUNTY</u>				
H	AASHTO #57	Limestone 500	Man	

NOTE: Vendor should type Bid Schedule

14. BID SCHEDULE

VENDOR NAME Lusher Trucking Co., Inc.

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 2

6612C018

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
<u>LOGAN COUNTY</u>				LIMESTONE ONLY
D	AASHTO #1	Limestone 1000	Chapmanville Corr. G	24.75
E	AASHTO #3	Limestone 500	Chapmanville Corr. G	24.50
<u>MINGO COUNTY</u>				
D	AASHTO #1	Limestone 500	Miller Creek	23.00
E	AASHTO #3	Limestone 1000	Miller Creek	22.75
H	AASHTO #57	Limestone 1000	Miller Creek	22.75
<u>MINGO COUNTY</u>				
D	AASHTO #1	Limestone 1000	Gilbert	
E	AASHTO #3	Limestone 500	Gilbert	
H	AASHTO #57	Limestone 500	Gilbert	
<u>WAYNE COUNTY</u>				
E	AASHTO #3	Limestone 1000	Wayne	17.00
H	AASHTO #57	Limestone 5000	Wayne	16.25
I	AASHTO #67	Limestone 2000	Wayne	18.50
<u>WAYNE COUNTY</u>				
E	AASHTO #3	Limestone 1000	Pritchard	16.00
H	AASHTO #57	Limestone 2000	Pritchard	15.25
I	AASHTO #67	Limestone 2000	Pritchard	18.25
<u>WAYNE COUNTY</u>				
E	AASHTO #3	Limestone 2000	Crum	19.50
H	AASHTO #57	Limestone 2000	Crum	19.25
I	AASHTO #67	Limestone 2000	Crum	20.75

14. BID SCHEDULE

VENDOR NAME Lusher Trucking Co., Inc.

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 2

6612C018

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
---------------	--------------------------	---------------------------	------------------------------

Bid Price (\$/Ton) F.O.B. DOH Storage Site

CABELL COUNTY

A	Class 1	6000	Barboursville Lot
E	AASHTO #3	1000	Barboursville Lot
G	AASHTO #467	1000	Barboursville Lot
H	AASHTO #57	5000	Barboursville Lot
I	AASHTO #67	500	Barboursville Lot
K	AASHTO #8	2500	Barboursville Lot
L	AASHTO #9	1000	Barboursville Lot
M	Gabion Stone	1000	Barboursville Lot
O	Standard Abr.	2000	Barboursville Lot
P	Modified Abr.	500	Barboursville Lot
Q	Rip Rap	2000	Barboursville Lot
R	Shot Rock	1000	Barboursville Lot
V	#11 Limestone Abr.	3000	Barboursville Lot

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
15.24	17.00	
16.00	19.50	
15.75	19.00	
15.75	18.50	
17.40	19.50	
17.60		
19.50		
17.00		
	18.50	
	18.50	
18.00		
18.00		
16.00		

LINCOLN COUNTY

A	Class 1	5000	West Hamlin
B	Class 2	1000	West Hamlin
E	AASHTO #3	1500	West Hamlin
H	AASHTO #57	2000	West Hamlin
I	AASHTO #67	1000	West Hamlin
K	AASHTO #8	2000	West Hamlin
M	Gabion Stone	1500	West Hamlin
O	Standard Abr.	1000	West Hamlin
Q	Rip Rap	2000	West Hamlin
R	Shot Rock	1000	West Hamlin
V	#11 Limestone Abr.	2000	West Hamlin

18.75	18.75	
17.40		
18.75	21.50	
17.95	20.70	
19.95	21.50	
19.95		
18.25		
	20.50	
20.25		
20.25		
18.25		

14. BID SCHEDULE VENDOR NAME Lusher Trucking Co., Inc.

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 2

6612C018

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
---------------	--------------------------	---------------------------	------------------------------

Bid Price (S/Ton) F.O.B. DOH Storage Site

LINCOLN COUNTY

A	Class 1	2000	Yawkey
B	Class 2	500	Yawkey
E	AASHTO #3	2000	Yawkey
H	AASHTO #57	1000	Yawkey
K	AASHTO #8	2000	Yawkey
M	Gabion Stone	500	Yawkey
O	Standard Abr.	1000	Yawkey
Q	Rip Rap	500	Yawkey
R	Shot Rock	1000	Yawkey
V	#11 Limestone Abr.	1000	Yawkey

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
20.25	21.25	
19.45		
20.25	23.50	
20.25	23.50	
21.25		
21.25		
	22.00	
22.75		
22.75		
21.00		

LINCOLN COUNTY

A	Class 1	1000	Harts
B	Class 2	500	Harts
E	AASHTO #3	500	Harts
H	AASHTO #57	500	Harts
K	AASHTO #8	1000	Harts
M	Gabion Stone	1000	Harts
O	Standard Abr.	1000	Harts
Q	Rip Rap	500	Harts
R	Shot Rock	1000	Harts
V	#11 Limestone Abr.	1000	Harts

21.25	22.25	
20.65		
21.25	24.00	
21.25	24.00	
22.30		
25.00		
	23.75	
26.00		
26.00		
22.25		

LOGAN COUNTY

A	Class 1	5000	Wilkinson
E	AASHTO #3	1000	Wilkinson
H	AASHTO #57	1000	Wilkinson
K	AASHTO #8	2000	Wilkinson
M	Gabion Stone	1500	Wilkinson
O	Standard Abr.	2000	Wilkinson
P	Modified Abr.	500	Wilkinson
R	Shot Rock	1500	Wilkinson
V	#11 Limestone Abr.	2000	Wilkinson

	29.00	
	29.00	
	29.00	
	27.00	
	27.00	
25.00		

14. BID SCHEDULE

VENDOR NAME Lusher Trucking Co., Inc.

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 2

6612C018

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
---------------	--------------------------	---------------------------	------------------------------

Bid Price (\$/Ton) F.O.B. DOH Storage Site

LOGAN COUNTY

A	Class 1	1000	Man
E	AASHTO #3	500	Man
H	AASHTO #57	500	Man
K	AASHTO #8	2000	Man
M	Gabion Stone	1000	Man
O	Standard Abr.	1000	Man
P	Modified Abr.	500	Man
R	Shot Rock	1000	Man
V	#11 Limestone Abr.	1000	Man

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
	32.00	
	32.00	
	30.50	
	30.50	
29.50		

LOGAN COUNTY

A	Class 1	2000	Chapmanville Corr. G
E	AASHTO #3	500	Chapmanville Corr. G
K	AASHTO #8	1500	Chapmanville Corr. G
M	Gabion Stone	1000	Chapmanville Corr. G
O	Standard Abr.	1000	Chapmanville Corr. G
P	Modified Abr.	500	Chapmanville Corr. G
R	Shot Rock	1000	Chapmanville Corr. G
V	#11 Limestone Abr.	3000	Chapmanville Corr. G

23.50		
24.50	29.00	
25.50	29.00	
	26.00	
	26.00	
23.75		

MINGO COUNTY

A	Class 1	5000	Miller Creek
D	AASHTO #1	500	Miller Creek
E	AASHTO #3	1000	Miller Creek
H	AASHTO #57	1000	Miller Creek
K	AASHTO #8	1500	Miller Creek
M	Gabion Stone	800	Miller Creek
O	Standard Abr.	2000	Miller Creek
P	Modified Abr.	500	Miller Creek
R	Shot Rock	1000	Miller Creek
V	#11 Limestone Abr.	3000	Miller Creek

22.75		
	27.00	
22.75	27.00	
22.75	27.00	
	27.00	
	27.00	
22.75		

14. BID SCHEDULE

VENDOR NAME Lusher Trucking Co., Inc.

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 2

6612C018

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
---------------	--------------------------	---------------------------	------------------------------

Bid Price (\$/Ton) F.O.B. DOH Storage Site

WAYNE COUNTY

A	Class 1	6000	Pritchard
E	AASHTO #3	1000	Pritchard
G	AASHTO #467	1000	Pritchard
H	AASHTO #57	5000	Pritchard
I	AASHTO #67	500	Pritchard
K	AASHTO #8	2500	Pritchard
M	Gabion Stone	1000	Pritchard
O	Standard Abr.	2000	Pritchard
P	Modified Abr.	200	Pritchard
R	Shot Rock	500	Pritchard
S	AASHTO #8M	2000	Pritchard
V	#11 Limestone Abr.	2000	Pritchard

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
15.25		
16.00	17.75	
15.25	17.75	
15.25	17.25	
18.25	17.75	
17.75		
16.25		
	17.25	
	17.25	
19.75		
	19.75	
15.25		

WAYNE COUNTY

A	Class 1	2000	Crum
E	AASHTO #3	2000	Crum
G	AASHTO #467	2000	Crum
H	AASHTO #57	2000	Crum
I	AASHTO #67	2000	Crum
K	AASHTO #8	2000	Crum
M	Gabion Stone	1000	Crum
O	Standard Abr.	1000	Crum
P	Modified Abr.	500	Crum
R	Shot Rock	1000	Crum
S	AASHTO #8M	1000	Crum
V	#11 Limestone Abr.	1000	Crum

19.25		
19.50	21.50	
19.25	21.50	
19.25	21.50	
20.75	21.50	
21.50		
21.50		
	21.50	
	21.50	
21.00		
	23.75	
19.00		

EXHIBIT 10

REQUISITION NO.: ...6612C018.....

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 ..X....

NO. 2 ..X....

NO. 3 ..x....

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY 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.

Trace W. Lusher
SIGNATURE

Lusher Trucking Co., Inc.
COMPANY

2/13/12
DATE



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

Request for Quotation

RFQ NUMBER
6612C018

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS
304-558-2402

*709045044 304-486-5195

VENDOR

LUSHER TRUCKING CO INC
 70 DAVIS BRANCH RD
 PRICHARD WV 25555

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 01/27/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 02/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.02 ADD LIMESTONE ON TO BID SCHEDULES FOR DISTRICT 2 BID OPENING AND DATE REMAINS 2/15/12 AT 1:30 P.M. NO OTHER CHANGES		
0001	1	EA		750-35 CRUSHED STONE AND AGGREGATE		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank W. ...</i>	TELEPHONE 304-486-5195	DATE 2/13/12
TITLE President	FEIN 550577610	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
6612C018

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS
304-558-2402

VENDOR

*709045044 304-486-5195
 LUSHER TRUCKING CO INC
 70 DAVIS BRANCH RD
 PRICHARD WV 25555

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/06/2012				

BID OPENING DATE: 02/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.03						
ISSUED TO ADD EXCEL FILE BID SCHEDULES WHICH HAD BEEN INADVERTENTLY LEFT OFF THE PURCHASING BULLETIN.						
SEE THE WEST VIRGINIA PURCHASING BULLETIN FOR BID SCHEDULES OR CONTACT ALAN.W.CUMMINGS@WV.GOV						
0001	1	EA		750-35		
CRUSHED STONE AND AGGREGATE						
***** THIS IS THE END OF RFQ 6612C018 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alan W. Cummings</i>	TELEPHONE 304-486-5195	DATE 2/13/12
TITLE President	FEIN 55-0577610	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
6612C018

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS
304-558-2402

*709045044 304-486-5195

VENDOR

LUSHER TRUCKING CO INC
 70 DAVIS BRANCH RD

PRICHARD WV 25555

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/18/2012				

BID OPENING DATE: 02/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR STONE AGGREGATE REQUEST FOR QUOTATION TO CHANGE DATE AND TIME OF BID OPENING.						
PREVIOUS BID OPENING DATE & TIME: 02/08/12 1:30 P.M.						
NEW BID OPENING DATE & TIME: 02/15/12 1:30 P.M.						
***** NO OTHER CHANGES *****						
0001	1	EA		750-35		
CRUSHED STONE AND AGGREGATE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Frank W. [Signature]</i>	TELEPHONE	304-486-5195	DATE	2/13/12
TITLE	President	FEIN	550577610	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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 Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- ___ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
[X] Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; 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. Application is made for 2.5% resident vendor preference for the reason checked:

- [X] 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% resident vendor preference for the reason checked:

- ___ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- [X] Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ___ 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 submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- [X] Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Lusher Trucking Co., Inc.

Signed: [Signature]

Date: 2/13/12

Title: President

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

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: *Frank W. Jones* Date: 2-13-2012

State of WV

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 13th day of February, 2012.

My Commission expires August 6, 2019, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC *Leslie L. Burdette*

