



Purchasing Divison
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 19 - Highways

Proc Folder: 716642

Doc Description: STONE & AGG MAT.& DEL BY VENDOR (6620C047)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-05-19	2020-06-11 13:30:00	CRFQ 0803 DOT2000000169	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Lusher Trucking Co., Inc.
 70 Davis Branch Road
 Prichard, WV 25555
 304-436-5195

RECEIVED
 2020 JUN 10 AM 11:45
 WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Signature X  FEIN # 55-0577610

DATE 6/7/20

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR STONE AND AGGREGATE MATERIALS DELIVERY BY VENDOR TO ESTABLISHED LOCATION PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE AGG 2020 MAT.&DEL. BY VENDOR	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :

STONE AGGREGATE CINDERS 2020 MAT.&DEL. BY THE LOW-BID VENDOR PER ATTACHED PRICING PAGES AND INFORMATION ATTACHMENT FORM

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2020-05-26

DOT2000000169	Document Phase Final	Document Description STONE & AGG MAT.& DEL BY VENDOR (6620C047)	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: May 26, 2020 at 10:00 AM

Submit Questions to: Crystal Husted
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Husted@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Crystal Husted
SOLICITATION NO.: CRFQ DOT2000000169
BID OPENING DATE: June 11, 2020
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-558-3970

Revised 01/09/2020

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: June 11, 2020 at 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on Award _____ and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000-**See Belo per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

*****STATE OF WEST VIRGINIA MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

*****CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:
STATE OF WV
1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305**

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ DOT20000001~~88~~
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Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

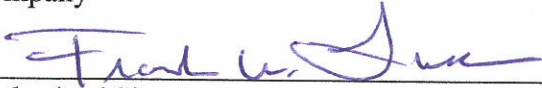
(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Lusher Trucking Co., Inc.

Company



Authorized Signature

6/7/20

Date

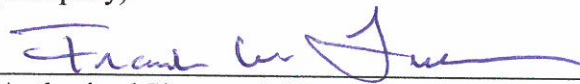
NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

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.

Frank W. Lusher President
(Name, Title)
Frank W. Lusher President
(Printed Name and Title)
70 Davis Branch Road Prichard, WV 25555
(Address)
304-486-5195 304-486-9060
(Phone Number) / (Fax Number)
lusher236@hotmail.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

Lusher Trucking Co., Inc.
(Company)


(Authorized Signature) (Representative Name, Title)

FRANK W. LUSHER PRESIDENT
(Printed Name and Title of Authorized Representative)

6/7/20
(Date)

304-486-5195 304-486-9060
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ DOT2000000169
Stone and Aggregate Materials and Delivery by Vendor (DOT6620C047)

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 General's Office/West Virginia Army Reserve National Guard, to establish an open-end contract for various sizes and types of Stone and Aggregate Materials for delivery of these items, by the Vendor, to established District locations throughout the State of West Virginia for use by the West Virginia Division of Highways and the Adjutant General's Office/West Virginia Army Reserve National Guard.

This contract shall be F.O.B. to the Division's ESTABLISHED Storage Sites ONLY, Delivery by the Vendor.

2. **DEFINITIONS:** The terms used throughout this solicitation shall have the assigned meanings as indicated below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
- 2.1 **"Contract Item"** or **"Contract Items"** means the list of items identified in Section 3 below.
- 2.2 **"Pricing Pages"** means the schedule of prices and estimated order quantity contained in wvOASIS or attached hereto as Attachment A and used to evaluate the Solicitation.
- 2.3 **"WVDOH"** means the West Virginia Division of Highways.
- 2.4 **"AASHTO"** means American Association of State Highway and Transportation Officials. Reference: www.transportation.org.
- 2.5 **"Contractor"** or **"Vendor"** are interchangeable terms used throughout this Solicitation and is any person or entity that may, through contract, or other means, supply the State or its Subdivisions with commodities or services.
- 2.6 **"Standard Specs"** means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Spec book edition, as modified by all subsequent annual Supplemental Specifications.
- 2.7 **"F.O.B. Destination"** or **"Free-on-Board Destination"** means that the WVDOH takes delivery of the products being shipped once the goods arrive at the location specified on the Delivery Order. The vendor pays and bears the freight charges and owns the goods while in transit. The bid price for Materials shall include **Delivery** at the Vendor's expense.

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No. 8 Modified and No. 9 Modified (NOTE 3 & 4)	703.3
No. 11 Limestone for SRIC (NOTE 6)	703.1
Quarry Waste (NOTE 7)	
Steel Slag for SRIC (NOTE 8)	703.3
Imbricated Stone (NOTE 9)	704.5

NOTE 1: Fine aggregate on the pricing page shall be considered to be fine aggregate for Portland cement concrete or mortar sand, the particular type to be specified in the Delivery Order. Coarse aggregate on the Pricing Pages 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 Pricing Pages 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. 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 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.
3. When gravel is used as an abrasive, the material retained on the No. 8, the 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>	
	<u>Standard</u>	<u>Modified</u>
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% passing the No. 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 No. 8 and Modified AASHTO No. 9 aggregate shall meet all other requirements for AASHTO No. 8 and AASHTO No. 9 aggregate.

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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.

NOTE 8: Steel Slag for SRIC, Pricing Pages Item OC, 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 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.

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>
1/2 inch	100
3/8 inch	85-100
No. 100	0-20

NOTE 9: Imbricated Stone/Rock shall meet the Standard Specs 704.5 – Special Rock Fill. 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.

3.4 Sampling and Testing:

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700.00.51. The Vendor shall provide the gradation test results to the WVDOH within 72 hours.

WVDOH reserves the right to have environmental sources sample, test and evaluate material deliveries. If material fails to comply with the WVDOH quality requirements, the nonconforming material will not be accepted and shall be removed and replaced at the Vendor's expense or, at the option of the ordering District, may be left in place with reduced payment.

Gradation test results shall be averaged in accordance with MP 300.00.51. 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.

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.

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. 20	2.5
1/2"	1
3/8"	1

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

When the total degree of non-conformance 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.

TABLE 2

<u>DEGREE OF NON-CONFORMANCE</u>	<u>PERCENT OF CONTRACT PRICE TO BE REDUCED</u>
1.0 TO 3.0	2

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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

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.

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.

3.6 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 WVDOH, 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 order. When barge delivery is required, Contract Items will be ordered in 1,500-ton increments.

3.7 Bid Instructions:

3.7.1 Plant Information Form shall include:

Vendor **shall** complete Attachment B "Plant Information Form(s)" by providing the Vendor's Source Information for all Materials being provided to the WVDOH through this contract. Vendors **may** bid any or all items on the Attachment A "Pricing Pages".

3.7.1 Plant Information Form shall include:

Information requested for Limestone, Sandstone, Gravel, or Sand:

- a) Exact Name of Plant Sourcing Material
- b) Exact Physical Address Location of Vendor's Storage Site(s)

Information requested for Cinders, Blast Furnace Slag, or Steel Slag:

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Class 1, 2, 9, 10	1.46 (2920)	1.46 (2920)	1.46 (2920)	1.36 (2720)	1.57 (3140)	1.81 (3620)
AASHTO sizes No. 1 thru No. 7	1.30 (2600)	1.30 (2600)	1.30 (2600)	1.04 (2080)	1.41 (2820)	1.61 (3220)
AASHTO sizes No. 8 thru No. 10	1.32 (2640)	1.32 (2640)	1.32 (2640)	1.20 (2400)	1.35 (2700)	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)	1.46 (2900)	1.77 (3540)
Abrasives	1.36 (2720)	1.36 (2720)	1.36 (2720)	1.28 (2560)	1.46 (2900)	1.75 (3500)*
Rip Rap/Shot Rock	1.31 (2620)	1.31 (2620)	----	----	----	----

	Cinders (Numbers in parenthesis are pounds per cubic yard.)				
Source*	*In the event the bidding source is not listed, it will be necessary for the WVDOH to establish the weight per unit volume of said source prior to award.				
Albright Power Albright, WV	0.90 (1792)				
Burger Power Dilles Bottom, OH	1.29 (2579)				
Fort Martin Power Fort Martin, WV	0.94 (1883)				
Harrison Power Haywood, WV	0.95 (1900)				
John Amos Power Winfield, WV	0.82 (1631)				
Pleasants Power Plant Willow Island, WV	1.09 (2185)				
Mountaineer Power New Haven, WV	0.65 (1305)				
Bruce Mansfield Plant Shippingport, PA	1.09 (2185)				
Virginia Electric Power Mt. Storm, VA	0.79 (1585)				
Hatfield Power Masontown, PA	0.85 (1700)				

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ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line. **Vendor shall maintain communication of its current phone numbers, fax numbers, e-mail addresses, location addresses, and all ordering/ billing/ payment addresses with WVDOH and in wvOASIS as applicable.**

5.1.1 NOTE: To acknowledge all Agency orders and ascertain Delivery Order acceptance, Vendor must respond to the ordering Agency - in writing - by either email or fax to all Agency Delivery Orders by no later than five business days of the date of the Delivery Order and by 4:00p.m. on the fifth business day. Failure for any reason to provide the WVDOH with written acknowledgement of any Delivery Orders/revisions within five business days of the sent date of the Delivery Order shall be considered Delivery Order refusal or failure.

5.2 Payment: 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 (P-Card) program, administered under contract by a banking institution, to process payment for goods and services through state designated credit cards. Under this Contract, Vendor must accept payment by electronic funds transfer and P-Card. **Electronic Funds Transfer for payment is available through the WV State Auditor's Office.** The Vendor may visit the WV State Auditor's website (www.wvsao.gov) for all necessary forms and instructions. Payment method for each Delivery Order may be dictated at WVDOH's discretion.

6. DELIVERY AND RETURN:

6.1 Delivery Time: After a Delivery Order is received, Vendor shall deliver standard and emergency orders according to the Agency's established date and timeframe as indicated by the Agency on the Delivery Order. Vendor shall ship all orders in accordance with the Agency's Delivery Order schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Refused, Late, or "Failed" Delivery: If the Vendor refuses or fails to deliver the ordered goods and services in accordance with the Agency's due date/timeframe specified by the Agency on the Delivery Order, Vendor shall provide to the ordering Agency a written reason for failure by no later five (5) business days of the date of the Agency Delivery order, and by 4:00pm on the fifth day.

If the Vendor fails to provide a written response to any Agency Delivery Order within five business days, or by 4:00pm on the fifth day from the Agency's Delivery Order date, or fails to deliver the Agency's order according to the timeline

**REQUEST FOR QUOTATION
CRFQ DOT2000000169**

Stone and Aggregate Materials and Delivery by Vendor (DOT6620C047)

- 7.1 The following shall be considered a vendor default under this Contract.
 - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2 Failure to comply with other specifications and requirements contained herein.
 - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more delivery orders issued under this contract.
 - 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted 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 quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. 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

Attachment B - INFORMATION FORM

Vendor's Storage Sites

Stone and Aggregate - Material and Delivery to Established Locations by Vendor ONLY

Mandatory - Vendor shall complete this form and return with bid submission or bid will be Disqualified.

VENDOR NAME Lusher Trucking Co., Inc.

Vendors should be sure to write their name on each Information Form AND their matching Pricing Pages.

Vendor may submit more than one Vendor Storage Sites information on ONE Information Form ONLY IF PRICING is the SAME for all Storage Sites & DOH locations bid. IF PRICING VARIES between Storage Sites, Vendor MUST submit a Separate Information Form.

Information for LIMESTONE, SANDSTONE, GRAVEL, SAND, BLAST FURNACE SLAG, and STEEL SLAG:

a) SOURCE OF MATERIAL - list **all** sources for which bid prices apply

(Sandstone/Limestone Quarry name & location; Gravel Dredging or pit name & location; Slag Production plant name & location)

Mountain Materials	Carter and Olive Hill, KY
Hanson Aggregates	Boone Furnace, KY
Brushy Creek Stone	Carter, KY
Mountain Slag	Wurtland, KY
Letart Corp.	Gallipolis Ferry, WV
Buffalo Valley Resources	Carter, KY

b) EXACT LOCATION OF VENDOR'S STORAGE SITE(S):

Reminder: A separate bid schedule **must** be submitted when bid price varies between Vendor's storage sites.

Mountain Materials	Carter, KY & Olive Hill, KY
Hanson Aggregates	14011 ST. HWY. 9, Grayson, KY
Brushy Creek Stone	Rt. 2 Carter, KY
Letart Corp.	Rt. 2 Gallipolis Ferry, WV
Mountain Slag	US 23 Wurtland, KY
Buffalo Valley Resources	10694 ST. HWY 2 Carter, KY

SOURCES for CINDERS only:

c) SOURCE OF MATERIAL - Name and Location of plant which produces Cinder material:

d) EXACT LOCATION OF VENDOR'S STORAGE SITE(S):

Reminder: A separate bid schedule **must** be submitted when bid price varies between Vendor's storage sites.

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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CLAY COUNTY

				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	3700	Maysel			
D	AASHTO #1	400	Maysel			
E	AASHTO #3	1300	Maysel			
G	AASHTO #467	3000	Maysel			
L	AASHTO #9	1000	Maysel			
M	Gabion Stone	500	Maysel			
N	Fine Aggregate	100	Maysel			
OA	Limestone Std Abr.	2500	Maysel			
OB	Sandstone Std Abr.	2500	Maysel			
OC	Steel Slag for SRIC	2500	Maysel			
PA	Limestone Mod Abr.	2500	Maysel			
PB	Sandstone Mod Abr.	2500	Maysel			
S	AASHTO #8M	3000	Maysel			

CLAY COUNTY

A	Class 1	3700	Widen Road CR 11			
E	AASHTO #3	1300	Widen Road CR 11			
G	AASHTO #467	3000	Widen Road CR 11			
L	AASHTO #9	1000	Widen Road CR 11			
M	Gabion Stone	500	Widen Road CR 11			
N	Fine Aggregate	100	Widen Road CR 11			
OA	Limestone Std Abr.	2500	Widen Road CR 11			
OB	Sandstone Std Abr.	2500	Widen Road CR 11			
OC	Steel Slag for SRIC	2500	Widen Road CR 11			
PA	Limestone Mod Abr.	2500	Widen Road CR 11			
PB	Sandstone Mod Abr.	2500	Widen Road CR 11			
S	AASHTO #8M	3000	Widen Road CR 11			

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			
OA	Limestone Std Abr.	2500	Chelyan			
OB	Sandstone Std Abr.	2500	Chelyan			
OC	Steel Slag for SRIC	2500	Chelyan			
PA	Limestone Mod Abr.	2500	Chelyan			
PB	Sandstone Mod Abr.	2500	Chelyan			
S	AASHTO #8M	3000	Chelyan			
U	Pea Gravel	500	Chelyan			
V	#11 Limestone Abr.	1500	Chelyan	28.50		

LUSHER TRUCKING CO.,
 INC.
 70 DAVIS BR. RD.
 PRICHARD, WV 25555

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

KANAWHA COUNTY

				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	500	Alum Creek Corridor G			
L	AASHTO #9	1000	Alum Creek Corridor G			
N	Fine Aggregate	100	Alum Creek Corridor G			
OA	Limestone Std Abr.	2000	Alum Creek Corridor G			
OB	Sandstone Std Abr.	2000	Alum Creek Corridor G			
OC	Steel Slag for SRIC	2000	Alum Creek Corridor G			
PA	Limestone Mod Abr.	2000	Alum Creek Corridor G			
PB	Sandstone Mod Abr.	2000	Alum Creek Corridor G			
S	AASHTO #8M	500	Alum Creek Corridor G			

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			
OA	Limestone Std Abr.	2500	Elkview			
OB	Sandstone Std Abr.	2500	Elkview			
OC	Steel Slag for SRIC	2500	Elkview			
PA	Limestone Mod Abr.	2500	Elkview			
PB	Sandstone Mod Abr.	2500	Elkview			
S	AASHTO #8M	3000	Elkview			

KANAWHA COUNTY

L	AASHTO #9	1000	North Charleston			
N	Fine Aggregate	100	North Charleston			
OA	Limestone Std Abr.	2500	North Charleston			
OB	Sandstone Std Abr.	2500	North Charleston			
OC	Steel Slag for SRIC	2500	North Charleston			
PA	Limestone Mod Abr.	2500	North Charleston			
PB	Sandstone Mod Abr.	2500	North Charleston			
S	AASHTO #8M	3000	North Charleston			
V	#11 Limestone Abr.	1500	North Charleston	23.50		

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			
OA	Limestone Std Abr.	2500	rt. 119 Penn. Ave. I-64&I-77			
OB	Sandstone Std Abr.	2500	rt. 119 Penn. Ave. I-64&I-77			
OC	Steel Slag for SRIC	2500	rt. 119 Penn. Ave. I-64&I-77			
PA	Limestone Mod Abr.	2500	rt. 119 Penn. Ave. I-64&I-77			
PB	Sandstone Mod Abr.	2500	rt. 119 Penn. Ave. I-64&I-77			

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>KANAWHA COUNTY</u>						
A	Class 1	3000	St. Albans			
E	AASHTO #3	1800	St. Albans			
M	Gabion Stone	500	St. Albans			
N	Fine Aggregate	100	St. Albans			
OA	Limestone Std Abr.	2500	St. Albans			
OB	Sandstone Std Abr.	2500	St. Albans			
OC	Steel Slag for SRIC	2500	St. Albans			
PA	Limestone Mod Abr.	2500	St. Albans			
PB	Sandstone Mod Abr.	2500	St. Albans			
R	Shot Rock	500	St. Albans	25.75		
S	AASHTO #8M	5000	St. Albans			

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			
OA	Limestone Std Abr.	2500	Haynes Branch I-77			
OB	Sandstone Std Abr.	2500	Haynes Branch I-77			
OC	Steel Slag for SRIC	2500	Haynes Branch I-77			
PA	Limestone Mod Abr.	2500	Haynes Branch I-77			
PB	Sandstone Mod Abr.	2500	Haynes Branch I-77			
S	AASHTO #8M	800	Haynes Branch I-77			

MASON COUNTY

A	Class 1	3000	Glenwood	20.00		
D	AASHTO #1	500	Glenwood	20.00		
E	AASHTO #3	1500	Glenwood	20.00		
G	AASHTO #467	1000	Glenwood	20.00		
M	Gabion Stone	1000	Glenwood	23.00		
PA	Limestone Mod Abr.	2500	Glenwood			
PB	Sandstone Mod Abr.	2500	Glenwood			
S	AASHTO #8M	5000	Glenwood	30.00		

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>MASON COUNTY</u>						
L	AASHTO #9	1000	Point Pleasant			
N	Fine Aggregate	100	Point Pleasant			
OA	Limestone Std Abr.	2500	Point Pleasant			
OB	Sandstone Std Abr.	2500	Point Pleasant			
OC	Steel Slag for SRIC	2500	Point Pleasant			
PA	Limestone Mod Abr.	2500	Point Pleasant			
PB	Sandstone Mod Abr.	2500	Point Pleasant			

PUTNAM COUNTY

A	Class 1	5000	Hurricane Lot	19.95		
D	AASHTO #1	1200	Hurricane Lot	22.00		
E	AASHTO #3	1500	Hurricane Lot	22.00		
G	AASHTO #467	1000	Hurricane Lot			
L	AASHTO #9	1000	Hurricane Lot			
OA	Limestone Std Abr.	2500	Hurricane Lot			
OC	Steel Slag for SRIC	2500	Hurricane Lot			
OB	Sandstone Std Abr.	2500	Hurricane Lot			
PA	Limestone Mod Abr.	2500	Hurricane Lot			
PB	Sandstone Mod Abr.	2500	Hurricane Lot			
S	AASHTO #8M	3000	Hurricane Lot			

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			
OA	Limestone Std Abr.	1000	Red House			
OB	Sandstone Std Abr.	1000	Red House			
OC	Steel Slag for SRIC	1000	Red House			
PA	Limestone Mod Abr.	2500	Red House			
PB	Sandstone Mod Abr.	2500	Red House			
S	AASHTO #8M	5000	Red House			

PUTNAM COUNTY

A	Class 1	60	Scary			
L	AASHTO #9	1000	Scary			
N	Fine Aggregate	200	Scary			
OA	Limestone Std Abr.	2500	Scary			
OB	Sandstone Std Abr.	2500	Scary			
OC	Steel Slag for SRIC	2500	Scary			
PA	Limestone Mod Abr.	2500	Scary			
PB	Sandstone Mod Abr.	2500	Scary			
S	AASHTO #8M	800	Scary			

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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CABELL COUNTY

				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	6000	Barboursville Lot	19.10	18.25	
E	AASHTO #3	1000	Barboursville Lot	19.75		
G	AASHTO #467	1000	Barboursville Lot	19.95		
H	AASHTO #57	500	Barboursville Lot	20.50		
I	AASHTO #67	5000	Barboursville Lot	24.00		
K	AASHTO #8	2500	Barboursville Lot	27.50		
L	AASHTO #9	1000	Barboursville Lot	28.00		
M	Gabion Stone	1000	Barboursville Lot	20.85		
OA	Limestone Std Abr.	500	Barboursville Lot	16.00		
OC	Steel Slag for SRIC	500	Barboursville Lot	16.00		
PA	Limestone Mod Abr.	500	Barboursville Lot	16.00		
Q	Rip Rap	2000	Barboursville Lot	23.24		
R	Shot Rock	1000	Barboursville Lot	23.24		
S	AASHTO #8M	1000	Barboursville Lot	29.00		
V	#11 Limestone Abr.	3000	Barboursville Lot	19.15		

LINCOLN COUNTY

A	Class 1	1000	Harts	24.00	24.00	
B	Class 2	500	Harts	24.00	24.00	
E	AASHTO #3	500	Harts	23.99		
H	AASHTO #57	500	Harts	25.24		
K	AASHTO #8	1000	Harts	31.70		
M	Gabion Stone	1000	Harts	25.25		
OA	Limestone Std Abr.	1000	Harts	21.00		
OC	Steel Slag for SRIC	1000	Harts	21.00		
Q	Rip Rap	500	Harts	28.25		
R	Shot Rock	1000	Harts	28.25		
S	AASHTO #8M	500	Harts	33.00		
V	#11 Limestone Abr.	1000	Harts	24.35		

LINCOLN COUNTY

A	Class 1	5000	West Hamlin	21.10	21.10	
B	Class 2	1000	West Hamlin	21.10	21.10	
E	AASHTO #3	1500	West Hamlin	21.50		
H	AASHTO #57	2000	West Hamlin	22.75		
I	AASHTO #67	1000	West Hamlin	25.75		
K	AASHTO #8	2000	West Hamlin	29.00		
M	Gabion Stone	1500	West Hamlin	22.85		
OA	Limestone Std Abr.	1000	West Hamlin	19.00		
OC	Steel Slag for SRIC	1000	West Hamlin	19.00		
Q	Rip Rap	2000	West Hamlin	25.00		
R	Shot Rock	1000	West Hamlin	25.00		
S	AASHTO #8M	1000	West Hamlin	30.25		
V	#11 Limestone Abr.	2000	West Hamlin	21.00		

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>LINCOLN COUNTY</u>						
A	Class 1	2000	Yawkey	24.00	24.00	
B	Class 2	500	Yawkey	24.00	24.00	
E	AASHTO #3	2000	Yawkey	24.30		
H	AASHTO #57	1000	Yawkey	25.50		
K	AASHTO #8	2000	Yawkey	32.00		
M	Gabion Stone	500	Yawkey	24.90		
OA	Limestone Std Abr.	1000	Yawkey	19.00		
OC	Steel Slag for SRIC	1000	Yawkey	20.00		
Q	Rip Rap	500	Yawkey	26.00		
R	Shot Rock	1000	Yawkey	25.25		
S	AASHTO #8M	500	Yawkey	33.00		
V	#11 Limestone Abr.	1000	Yawkey	23.90		

LOGAN COUNTY

A	Class 1	2000	Chapmanville Corr. G	27.50	27.50	
D	AASHTO #1	1000	Chapmanville Corr. G	27.50		
E	AASHTO #3	500	Chapmanville Corr. G	27.50		
K	AASHTO #8	1500	Chapmanville Corr. G	36.50		
M	Gabion Stone	1000	Chapmanville Corr. G	29.75		
OA	Limestone Std Abr.	1000	Chapmanville Corr. G	22.00		
OC	Steel Slag for SRIC	1000	Chapmanville Corr. G	22.00		
PA	Limestone Mod Abr.	500	Chapmanville Corr. G	22.00		
R	Shot Rock	1000	Chapmanville Corr. G	31.50		
S	AASHTO #8M	500	Chapmanville Corr. G	37.50		
V	#11 Limestone Abr.	3000	Chapmanville Corr. G	27.00		

LOGAN COUNTY

A	Class 1	1000	Man			
D	AASHTO #1	1000	Man			
E	AASHTO #3	500	Man			
H	AASHTO #57	500	Man			
K	AASHTO #8	2000	Man			
M	Gabion Stone	1000	Man			
OA	Limestone Std Abr.	1000	Man			

OC	Steel Slag for SRIC	1000	Man			
PA	Limestone Mod Abr.	500	Man			
R	Shot Rock	1000	Man			
S	AASHTO #8M	500	Man	44.80		
V	#11 Limestone Abr.	1000	Man	34.00		

LUSHER TRUCKING CO.,
 INC.
 70 DAVIS BR. RD.
 PRICHARD, WY 25555

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>LOGAN COUNTY</u>						
A	Class 1	5000	Wilkinson	28.75	28.75	
D	AASHTO #1	1000	Wilkinson	28.75		
E	AASHTO #3	1000	Wilkinson	28.75		
H	AASHTO #57	1000	Wilkinson	30.85		
K	AASHTO #8	2000	Wilkinson	37.25		
M	Gabion Stone	1500	Wilkinson			
OA	Limestone Std Abr.	2000	Wilkinson			
OC	Steel Slag for SRIC	2000	Wilkinson			
PA	Limestone Mod Abr.	500	Wilkinson			
R	Shot Rock	1500	Wilkinson			
S	AASHTO #8M	1000	Wilkinson	38.00		
V	#11 Limestone Abr.	2000	Wilkinson	30.00		

MINGO COUNTY

A	Class 1	1000	Gilbert			
D	AASHTO #1	1000	Gilbert			
E	AASHTO #3	500	Gilbert			
H	AASHTO #57	500	Gilbert			
K	AASHTO #8	500	Gilbert			
M	Gabion Stone	1000	Gilbert			
OA	Limestone Std Abr.	200	Gilbert			
OC	Steel Slag for SRIC	200	Gilbert			
PA	Limestone Mod Abr.	200	Gilbert			
R	Shot Rock	500	Gilbert			
S	AASHTO #8M	500	Gilbert	45.00		
V	#11 Limestone Abr.	1000	Gilbert	35.00		

MINGO COUNTY

A	Class 1	5000	Miller Creek	26.75	26.75	
D	AASHTO #1	500	Miller Creek	26.75		
E	AASHTO #3	1000	Miller Creek	26.75		
H	AASHTO #57	1000	Miller Creek	28.75		
K	AASHTO #8	1500	Miller Creek	35.50		
M	Gabion Stone	800	Miller Creek	28.50		

OA	Limestone Std Abr.	2000	Miller Creek			
OC	Steel Slag for SRIC	2000	Miller Creek			
PA	Limestone Mod Abr.	500	Miller Creek			
R	Shot Rock	1000	Miller Creek	30.00		
S	AASHTO #8M	500	Miller Creek	36.00		
V	#11 Limestone Abr.	3000	Miller Creek	26.25		

LUSHER TRUCKING CO.,
 INC.
 70 DAVIS BR. RD.
 PRICHARD, WV 25555

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>WAYNE COUNTY</u>						
A	Class 1	2000	Crum	22.75	22.75	
E	AASHTO #3	2000	Crum	22.55		
G	AASHTO #467	2000	Crum	23.50		
H	AASHTO #57	2000	Crum	23.50		
I	AASHTO #67	2000	Crum	25.50		
K	AASHTO #8	2000	Crum	30.75		
M	Gabion Stone	1000	Crum	24.25		
OA	Limestone Std Abr.	1000	Crum	19.50		
OC	Steel Slag for SRIC	1000	Crum	17.00		
PA	Limestone Mod Abr.	500	Crum	19.50		
R	Shot Rock	1000	Crum	25.00		
S	AASHTO #8M	500	Crum	31.75		
V	#11 Limestone Abr.	1000	Crum	22.00		

WAYNE COUNTY

A	Class 1	2000	Pritchard	18.00	18.00	
E	AASHTO #3	1000	Pritchard	18.40		
G	AASHTO #467	1000	Pritchard	18.95		
H	AASHTO #57	2000	Pritchard	18.95		
I	AASHTO #67	2000	Pritchard	22.00		
K	AASHTO #8	2000	Pritchard	26.20		
M	Gabion Stone	3000	Pritchard	19.10		
OA	Limestone Std Abr.	2000	Pritchard	16.50		
OC	Steel Slag for SRIC	2000	Pritchard	15.00		
PA	Limestone Mod Abr.	500	Pritchard	16.50		
R	Shot Rock	1000	Pritchard	23.50		
S	AASHTO #8M	500	Pritchard	27.20		
V	#11 Limestone Abr.	2000	Pritchard	18.25		

WAYNE COUNTY

A	Class 1	9000	Wayne	19.60	19.60	
B	Class 2	8000	Wayne	19.60	19.60	
E	AASHTO #3	1000	Wayne	19.95		
G	AASHTO #467	2000	Wayne	20.45		
H	AASHTO #57	5000	Wayne	20.45		
I	AASHTO #67	2000	Wayne	24.00		
K	AASHTO #8	3000	Wayne	27.30		
M	Gabion Stone	1000	Wayne	21.00		
OA	Limestone Std Abr.	2000	Wayne	16.00		
OC	Steel Slag for SRIC	2000	Wayne	16.50		
PA	Limestone Mod Abr.	200	Wayne	16.00		
Q	Rip Rap	1500	Wayne	23.00		
R	Shot Rock	500	Wayne	23.00		
S	AASHTO #8M	1000	Wayne	28.30		
V	#11 Limestone Abr.	2000	Wayne	19.90		

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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CABELL COUNTYLIMESTONE ONLY

E	AASHTO #3	Limestone	1000	Barboursville	19.75
H	AASHTO #57	Limestone	500	Barboursville	20.50
I	AASHTO #67	Limestone	5000	Barboursville	24.00
S	AASHTO #8M	Limestone	1000	Barboursville	29.00
T	AASHTO #9M	Limestone	1000	Barboursville	29.00

LINCOLN COUNTY

E	AASHTO #3	Limestone	500	Harts	23.99
H	AASHTO #57	Limestone	500	Harts	25.24
S	AASHTO #8M	Limestone	500	Harts	33.00
T	AASHTO #9M	Limestone	500	Harts	33.00

LINCOLN COUNTY

E	AASHTO #3	Limestone	1500	West Hamlin	21.50
H	AASHTO #57	Limestone	2000	West Hamlin	22.75
I	AASHTO #67	Limestone	1000	West Hamlin	25.75
S	AASHTO #8M	Limestone	1000	West Hamlin	30.25
T	AASHTO #9M	Limestone	1000	West Hamlin	30.25

LINCOLN COUNTY

E	AASHTO #3	Limestone	2000	Yawkey	24.30
H	AASHTO #57	Limestone	1000	Yawkey	25.50
S	AASHTO #8M	Limestone	1000	Yawkey	33.00
T	AASHTO #9M	Limestone	1000	Yawkey	33.00

LOGAN COUNTY

D	AASHTO #1	Limestone	1000	Chapmanville Corr. G	27.50
E	AASHTO #3	Limestone	500	Chapmanville Corr. G	27.50
S	AASHTO #8M	Limestone	1000	Chapmanville Corr. G	37.50
T	AASHTO #9M	Limestone	1000	Chapmanville Corr. G	37.50

LOGAN COUNTY

H	AASHTO #57	Limestone	500	Man	
S	AASHTO #8M	Limestone	1000	Man	44.80
T	AASHTO #9M	Limestone	1000	Man	

LUSHER TRUCKING CO.,
INC.
70 DAVIS BR. RD.
PRICHARD, WV 25555

Bid Price (\$/Ton)

F.O.B.

DOH Storage Site

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

**LIMESTONE
ONLY**

LOGAN COUNTY

D	AASHTO #1	Limestone	1000	Wilkinson	28.75
E	AASHTO #3	Limestone	1000	Wilkinson	28.75
H	AASHTO #57	Limestone	1000	Wilkinson	30.85
S	AASHTO #8M	Limestone	1000	Wilkinson	38.00
T	AASHTO #9M	Limestone	1000	Wilkinson	38.00

MINGO COUNTY

D	AASHTO #1	Limestone	1000	Gilbert	
E	AASHTO #3	Limestone	500	Gilbert	
H	AASHTO #57	Limestone	500	Gilbert	
S	AASHTO #8M	Limestone	1000	Gilbert	45.00
T	AASHTO #9M	Limestone	1000	Gilbert	45.00

MINGO COUNTY

D	AASHTO #1	Limestone	500	Miller Creek	26.75
E	AASHTO #3	Limestone	1000	Miller Creek	26.75
H	AASHTO #57	Limestone	1000	Miller Creek	28.75
S	AASHTO #8M	Limestone	1000	Miller Creek	36.00
T	AASHTO #9M	Limestone	1000	Miller Creek	36.00

WAYNE COUNTY

E	AASHTO #3	Limestone	2000	Crum	22.55
H	AASHTO #57	Limestone	2000	Crum	23.50
I	AASHTO #67	Limestone	2000	Crum	25.50
S	AASHTO #8M	Limestone	1000	Crum	31.75
T	AASHTO #9M	Limestone	1000	Crum	31.75

WAYNE COUNTY

E	AASHTO #3	Limestone	1000	Pritchard	18.40
H	AASHTO #57	Limestone	2000	Pritchard	18.95
I	AASHTO #67	Limestone	2000	Pritchard	22.00
S	AASHTO #8M	Limestone	1000	Pritchard	27.20
T	AASHTO #9M	Limestone	1000	Pritchard	27.20

WAYNE COUNTY

E	AASHTO #3	Limestone	1000	Wayne	19.95
H	AASHTO #57	Limestone	5000	Wayne	20.45
I	AASHTO #67	Limestone	2000	Wayne	24.00
S	AASHTO #8M	Limestone	1000	Wayne	28.30
T	AASHTO #9M	Limestone	1000	Wayne	28.30

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Lusher Trucking Co. Address: 70 Davis Br.Rd. Prichard, WV 25555

Name of Authorized Agent: Frank W. Lusher Address: 70 Davis Br.Rd. Prichard, WV 25555

Contract Number: CRFO 0303 DOT2000000169 Contract Description: Stone/Aggregate/Ciners 2020
Material & Delivery by Vendor

Governmental agency awarding contract: WVDOT

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Frank W. Lusher, Gregory N. Lusher, Terry D. Lusher

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Frank W. Lusher

Date Signed: 6/7/20

Notary Verification

State of West Virginia, County of Wayne:

I, Frank W. Lusher, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 7th day of June, 2020.

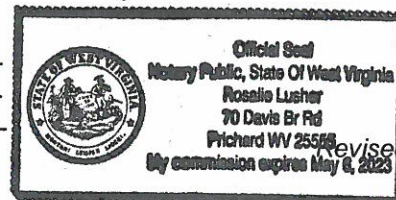
Rosalie Lusher
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



Revised June 8, 2018

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Lusher Trucking Co., Inc.

Authorized Signature:  Date: 6/7/20

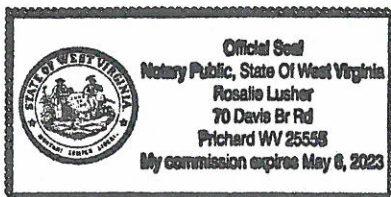
State of West Virginia

County of Wayne, to-wit:

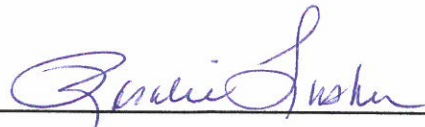
Taken, subscribed, and sworn to before me this 7th day of June, 2020.

My Commission expires May 6, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC



Purchasing Affidavit (Revised 01/19/2018)

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.

1. 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 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,
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of 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. 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 employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or 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 residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

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

- 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% 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% vendor preference who is a veteran for the reason checked:

- 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.

7. Application 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*.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

8. Application is made for reciprocal preference.

- Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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) rescind the contract or purchase order; 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.

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: 

Date: 6/7/20

Title: President

CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)

06/08/2020

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. P.O. Box 62267 Cincinnati, OH 45262-0267 P (513) 777-7775 F (513) 777-7782 certificates@brandsinsurance.com	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 5%; text-align: center;">A</td> <td style="width: 85%;">Northland Insurance Company</td> <td style="width: 10%; text-align: center;">24015</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	INSURERS AFFORDING COVERAGE		NAIC #	A	Northland Insurance Company	24015						
INSURERS AFFORDING COVERAGE		NAIC #											
A	Northland Insurance Company	24015											
INSURED Lusher Trucking Co, Inc. 70 Davis Branch Road Prichard, WV 25555													

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	WN280628	02/18/2020	02/18/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (each occurrence) \$100,000 MED EXP (any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AG \$2,000,000								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED AUTO	WN280628	02/18/2020	02/18/2021	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE								
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS AUTO LIAB <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE AGGREGATE								
	WORKERS COMPENSATION EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N If yes, describe under DESCRIPTION OF OPERATIONS below N				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 40%;">OTH-ER</td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td> </td> </tr> <tr> <td>EL DISEASE - EACH EMP</td> <td> </td> </tr> <tr> <td>EL DISEASE - POLICY LIMIT</td> <td> </td> </tr> </table>	WC STATUTORY LIMITS	OTH-ER	EL EACH ACCIDENT		EL DISEASE - EACH EMP		EL DISEASE - POLICY LIMIT	
WC STATUTORY LIMITS	OTH-ER												
EL EACH ACCIDENT													
EL DISEASE - EACH EMP													
EL DISEASE - POLICY LIMIT													
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE								
A	Cargo	WN280628	02/18/2020	02/18/2021	Limit (dump truck): \$10,000 Limit (tractor): \$100,000 Deductible: \$1,000 Deductible (theft only): \$2,000								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Certificate holder is listed as additional insured for automobile and general liability.

CERTIFICATE HOLDER

CANCELLATION

State of West Virginia 1900 Kanawha Blvd. E Building 5 Charleston, WV 25305	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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