



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

State of West Virginia  
 Centralized Request for Quote  
 Highways

<b>Proc Folder:</b> 1981134			<b>Reason for Modification:</b>
<b>Doc Description:</b> Stone & Aggregate Delivery to Established Locations			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2026-05-29	2026-06-24 13:30	CRFQ 0803 DOT2600000097	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 000000203219

**Vendor Name:** Lusher Trucking Co., Inc.

**Address:**

**Street:** 70 Davis Branch Road

**City:** Prichard

**State:** West Virginia **Country:** United States **Zip:** 25555

**Principal Contact:** Frank W. Lusher

**Vendor Contact Phone:** 304-544-0183 **Extension:**

RECEIVED  
 2026 JUN 23 AM 11:29  
 WV PURCHASING  
 DIVISION

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

Vendor Signature X  FEIN# 55-0577610 DATE 6/7/26

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

**ADDITIONAL INFORMATION****REQUEST FOR QUOTATION:**

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Class 1 Aggregate -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Class 1 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

**ATTACHMENT B (ATT B) Information Form  
Stone & Aggregate, Delivery to Established Locations 6626C030**

**VENDOR NAME:** Lusher Trucking Co Inc

Vendors Phone #, Email Address to contact for placing Orders: 304-544-0183 or 304-486-5195 lusher236@hotmail.com

Vendors Phone #, Email Address to contact for Invoices: 304-486-5195 lusher236@hotmail.com

Vendors Phone #, Email Address to contact for Payment: 304-486-5195 lusher236@hotmail.com

*\* ATT B is due along with the ATT A at the time of bid submission, and shall coordinate with the Items pricing on the ATT A.\**

	<b>Vendors Sources/Plants</b>	<b>Vendors Storage Sites</b>
<b>Composition</b>	<b>Source Name &amp; Location (physical address), Phone #</b>	<b>Location (physical address), Phone #</b>
<b>Limestone</b>	Buffalo Vally Resources LLC 606-286-0065	10694 State Rt 2 Olive Hill Ky 41164
	10694 State Rt2 Olive Hill Ky 41164	606-286-0065
	Hanson Aggragates 606-474-7202	140 State Rt 9 Grayson Ky 41143
	140 State Rt 9 Grayson Ky 41143	606-474-7202
	Mountain Materials Inc 606-286-1315	State Rt 2 Olive Hill Ky 41164
	State RT2 Olive Hill Ky 41164	606-286-1315
<b>Sandstone</b>		
<b>Blast FurnaceSlag</b>		
<b>Steel Slag</b>		
<b>Cinders</b>		

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

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

**VENDOR:** Lusher Trucking Co Inc

**DISTRICT TWO**

County / Location	Contract Item	Description	Composition*	Unit of Measure	Bid Price
Cabell / Barboursville	1	Class 1 Aggregate	Limestone Only	Tons	\$24.48
	2	Class 1 Aggregate	LSGS	Tons	\$24.48
	3	Class 1 Aggregate	Slag	Tons	
	4	Class 2 Aggregate	Limestone Only	Tons	\$23.48
	5	Class 2 Aggregate	LSGS	Tons	\$23.48
	6	Class 2 Aggregate	Slag	Tons	
	7	Class 10 Aggregate	LSGS	Tons	\$23.48
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$25.25
	9	AASHTO #1 Aggregate	LSGS	Tons	\$25.25
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$25.25
	11	AASHTO #3 Aggregate	LSGS	Tons	\$25.25
	12	AASHTO #4 Aggregate	LSGS	Tons	\$25.25
	13	AASHTO #467 Aggregate	LSGS	Tons	\$25.25
	14	AASHTO #57 Aggregate	Limestone Only	Tons	\$27.98
	15	AASHTO #57 Aggregate	LSGS	Tons	\$27.98
	16	AASHTO #67 Aggregate	Limestone Only	Tons	\$26.50
	17	AASHTO #67 Aggregate	LSGS	Tons	\$26.50
	18	AASHTO #7 Aggregate	Limestone Only	Tons	
	19	AASHTO #7 Aggregate	LSGS	Tons	
	20	AASHTO #8 Aggregate	Limestone Only	Tons	\$33.24
	21	AASHTO #8 Aggregate	LSGS	Tons	\$33.24
	22	AASHTO #8 MODIFIED	Limestone Only	Tons	\$33.24
	23	AASHTO #8 MODIFIED	LSGS	Tons	\$33.24
	24	AASHTO #9 Aggregate	Limestone Only	Tons	
	25	AASHTO #9 Aggregate	LSGS	Tons	
	26	AASHTO #9 MODIFIED	Limestone Only	Tons	
	27	AASHTO #9 MODIFIED	LSGS	Tons	
	28	AASHTO #10 Aggregate	Limestone Only	Tons	\$16.75
	29	Stone for Gabions	Limestone Only	Tons	\$26.74
	30	Stone for Gabions	LSGS	Tons	\$26.74
	31	Fine Aggregate (PCC or Mortar Sand)	LSGS	Tons	
	32	Trail Surface Aggregate	LSGS	Tons	\$26.74
	33	Limestone Standard Abrasives	Limestone Only	Tons	\$16.75
	34	Limestone Standard Abrasives	LSGS	Tons	\$16.75
	35	Sandstone Standard Abrasives	LSGS	Tons	
	36	Steel Slag for SRIC	Slag	Tons	
	37	Limestone MODIFIED Abrasives	Limestone Only	Tons	\$16.75
	38	Limestone MODIFIED Abrasives	LSGS	Tons	\$16.75
	39	Sandstone MODIFIED Abrasives	LSGS	Tons	
	40	Cinders	Cinders	Tons	
	41	Pea Gravel	LSGS	Tons	
	42	#11 Limestone Abrasives	LSGS	Tons	\$24.75
	43	Quarry Waste	LSGS	Tons	\$30.50
	44	Rip Rap	LSGS	Tons	\$32.00
	45	Shot Rock	Limestone Only	Tons	\$32.00
	46	Shot Rock	LSGS	Tons	\$32.00
	47	Imbricated Stone	LSGS	Tons	\$38.00

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

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**VENDOR:** Lusher Trucking Co Inc

**DISTRICT TWO**

<b>County / Location</b>	<b>Contract Item</b>	<b>Description</b>	<b>Composition*</b>	<b>Unit of Measure</b>	<b>Bid Price</b>
Lincoln / Harts	1	Class 1 Aggregate	Limestone Only	Tons	\$34.00
	2	Class 1 Aggregate	LSGS	Tons	\$34.00
	3	Class 1 Aggregate	Slag	Tons	
	4	Class 2 Aggregate	Limestone Only	Tons	\$32.00
	5	Class 2 Aggregate	LSGS	Tons	\$32.00
	6	Class 2 Aggregate	Slag	Tons	
	7	Class 10 Aggregate	LSGS	Tons	\$32.00
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$35.00
	9	AASHTO #1 Aggregate	LSGS	Tons	\$35.00
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$34.00
	11	AASHTO #3 Aggregate	LSGS	Tons	\$34.00
	12	AASHTO #4 Aggregate	LSGS	Tons	\$34.00
	13	AASHTO #467 Aggregate	LSGS	Tons	\$34.00
	14	AASHTO #57 Aggregate	Limestone Only	Tons	\$36.00
	15	AASHTO #57 Aggregate	LSGS	Tons	\$36.00
	16	AASHTO #67 Aggregate	Limestone Only	Tons	\$36.00
	17	AASHTO #67 Aggregate	LSGS	Tons	\$36.00
	18	AASHTO #7 Aggregate	Limestone Only	Tons	
	19	AASHTO #7 Aggregate	LSGS	Tons	
	20	AASHTO #8 Aggregate	Limestone Only	Tons	\$42.00
	21	AASHTO #8 Aggregate	LSGS	Tons	\$42.00
	22	AASHTO #8 MODIFIED	Limestone Only	Tons	\$42.00
	23	AASHTO #8 MODIFIED	LSGS	Tons	\$42.00
	24	AASHTO #9 Aggregate	Limestone Only	Tons	
	25	AASHTO #9 Aggregate	LSGS	Tons	
	26	AASHTO #9 MODIFIED	Limestone Only	Tons	
	27	AASHTO #9 MODIFIED	LSGS	Tons	
	28	AASHTO #10 Aggregate	Limestone Only	Tons	\$27.00
	29	Stone for Gabions	Limestone Only	Tons	\$35.75
	30	Stone for Gabions	LSGS	Tons	\$35.75
	31	Fine Aggregate (PCC or Mortar Sand)	LSGS	Tons	
	32	Trail Surface Aggregate	LSGS	Tons	
	33	Limestone Standard Abrasives	Limestone Only	Tons	\$27.00
	34	Limestone Standard Abrasives	LSGS	Tons	\$27.00
	35	Sandstone Standard Abrasives	LSGS	Tons	
	36	Steel Slag for SRIC	Slag	Tons	
	37	Limestone MODIFIED Abrasives	Limestone Only	Tons	\$27.00
	38	Limestone MODIFIED Abrasives	LSGS	Tons	\$27.00
	39	Sandstone MODIFIED Abrasives	LSGS	Tons	
	40	Cinders	Cinders	Tons	
	41	Pea Gravel	LSGS	Tons	
	42	#11 Limestone Abrasives	LSGS	Tons	\$34.00
	43	Quarry Waste	LSGS	Tons	\$38.00
	44	Rip Rap	LSGS	Tons	\$39.50
	45	Shot Rock	Limestone Only	Tons	\$39.50
	46	Shot Rock	LSGS	Tons	\$39.50
	47	Imbricated Stone	LSGS	Tons	\$41.50

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

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VENDOR: Lusher Trucking Co Inc

**DISTRICT TWO**

County / Location	Contract Item	Description	Composition*	Unit of Measure	Bid Price
Lincoln / West Hamlin	1	Class 1 Aggregate	Limestone Only	Tons	\$28.50
	2	Class 1 Aggregate	LSGS	Tons	\$28.50
	3	Class 1 Aggregate	Slag	Tons	
	4	Class 2 Aggregate	Limestone Only	Tons	\$27.00
	5	Class 2 Aggregate	LSGS	Tons	\$27.00
	6	Class 2 Aggregate	Slag	Tons	
	7	Class 10 Aggregate	LSGS	Tons	\$27.00
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$29.50
	9	AASHTO #1 Aggregate	LSGS	Tons	\$29.50
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$28.00
	11	AASHTO #3 Aggregate	LSGS	Tons	\$28.00
	12	AASHTO #4 Aggregate	LSGS	Tons	\$28.00
	13	AASHTO #467 Aggregate	LSGS	Tons	\$28.00
	14	AASHTO #57 Aggregate	Limestone Only	Tons	\$30.25
	15	AASHTO #57 Aggregate	LSGS	Tons	\$30.25
	16	AASHTO #67 Aggregate	Limestone Only	Tons	\$30.00
	17	AASHTO #67 Aggregate	LSGS	Tons	\$30.00
	18	AASHTO #7 Aggregate	Limestone Only	Tons	
	19	AASHTO #7 Aggregate	LSGS	Tons	
	20	AASHTO #8 Aggregate	Limestone Only	Tons	\$36.50
	21	AASHTO #8 Aggregate	LSGS	Tons	\$36.50
	22	AASHTO #8 MODIFIED	Limestone Only	Tons	\$36.50
	23	AASHTO #8 MODIFIED	LSGS	Tons	\$36.50
	24	AASHTO #9 Aggregate	Limestone Only	Tons	
	25	AASHTO #9 Aggregate	LSGS	Tons	
	26	AASHTO #9 MODIFIED	Limestone Only	Tons	
	27	AASHTO #9 MODIFIED	LSGS	Tons	
	28	AASHTO #10 Aggregate	Limestone Only	Tons	\$22.00
	29	Stone for Gabions	Limestone Only	Tons	\$29.75
	30	Stone for Gabions	LSGS	Tons	\$29.75
	31	Fine Aggregate (PCC or Mortar Sand)	LSGS	Tons	
	32	Trail Surface Aggregate	LSGS	Tons	
	33	Limestone Standard Abrasives	Limestone Only	Tons	\$22.00
	34	Limestone Standard Abrasives	LSGS	Tons	\$22.00
	35	Sandstone Standard Abrasives	LSGS	Tons	
	36	Steel Slag for SRIC	Slag	Tons	
	37	Limestone MODIFIED Abrasives	Limestone Only	Tons	\$22.00
	38	Limestone MODIFIED Abrasives	LSGS	Tons	\$22.00
	39	Sandstone MODIFIED Abrasives	LSGS	Tons	
	40	Cinders	Cinders	Tons	
	41	Pea Gravel	LSGS	Tons	
	42	#11 Limestone Abrasives	LSGS	Tons	\$29.00
	43	Quarry Waste	LSGS	Tons	\$33.00
	44	Rip Rap	LSGS	Tons	\$35.00
	45	Shot Rock	Limestone Only	Tons	\$35.00
	46	Shot Rock	LSGS	Tons	\$35.00
	47	Imbricated Stone	LSGS	Tons	\$40.00

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

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**VENDOR:** Lusher Trucking Co Inc

**DISTRICT TWO**

County / Location	Contract Item	Description	Composition*	Unit of Measure	Bid Price
Lincoln / Yawkey	1	Class 1 Aggregate	Limestone Only	Tons	\$32.50
	2	Class 1 Aggregate	LSGS	Tons	\$32.50
	3	Class 1 Aggregate	Slag	Tons	
	4	Class 2 Aggregate	Limestone Only	Tons	\$31.50
	5	Class 2 Aggregate	LSGS	Tons	\$31.50
	6	Class 2 Aggregate	Slag	Tons	
	7	Class 10 Aggregate	LSGS	Tons	\$31.50
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$33.50
	9	AASHTO #1 Aggregate	LSGS	Tons	\$33.50
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$32.50
	11	AASHTO #3 Aggregate	LSGS	Tons	\$32.50
	12	AASHTO #4 Aggregate	LSGS	Tons	\$32.50
	13	AASHTO #467 Aggregate	LSGS	Tons	\$32.50
	14	AASHTO #57 Aggregate	Limestone Only	Tons	\$34.50
	15	AASHTO #57 Aggregate	LSGS	Tons	\$34.50
	16	AASHTO #67 Aggregate	Limestone Only	Tons	\$34.50
	17	AASHTO #67 Aggregate	LSGS	Tons	\$34.50
	18	AASHTO #7 Aggregate	Limestone Only	Tons	
	19	AASHTO #7 Aggregate	LSGS	Tons	
	20	AASHTO #8 Aggregate	Limestone Only	Tons	\$40.50
	21	AASHTO #8 Aggregate	LSGS	Tons	\$40.50
	22	AASHTO #8 MODIFIED	Limestone Only	Tons	\$40.50
	23	AASHTO #8 MODIFIED	LSGS	Tons	\$40.50
	24	AASHTO #9 Aggregate	Limestone Only	Tons	
	25	AASHTO #9 Aggregate	LSGS	Tons	
	26	AASHTO #9 MODIFIED	Limestone Only	Tons	
	27	AASHTO #9 MODIFIED	LSGS	Tons	
	28	AASHTO #10 Aggregate	Limestone Only	Tons	\$29.00
	29	Stone for Gabions	Limestone Only	Tons	\$34.50
	30	Stone for Gabions	LSGS	Tons	\$34.50
	31	Fine Aggregate (PCC or Mortar Sand)	LSGS	Tons	
	32	Trail Surface Aggregate	LSGS	Tons	\$34.00
	33	Limestone Standard Abrasives	Limestone Only	Tons	\$26.00
	34	Limestone Standard Abrasives	LSGS	Tons	\$26.00
	35	Sandstone Standard Abrasives	LSGS	Tons	
	36	Steel Slag for SRIC	Slag	Tons	
	37	Limestone MODIFIED Abrasives	Limestone Only	Tons	\$26.00
	38	Limestone MODIFIED Abrasives	LSGS	Tons	\$26.00
	39	Sandstone MODIFIED Abrasives	LSGS	Tons	
	40	Cinders	Cinders	Tons	
	41	Pea Gravel	LSGS	Tons	
	42	#11 Limestone Abrasives	LSGS	Tons	\$33.00
	43	Quarry Waste	LSGS	Tons	\$37.00
	44	Rip Rap	LSGS	Tons	\$40.00
	45	Shot Rock	Limestone Only	Tons	\$40.00
	46	Shot Rock	LSGS	Tons	\$40.00
	47	Imbricated Stone	LSGS	Tons	\$45.00

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

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**VENDOR:** \_\_\_\_\_ **Lusher Trucking Co Inc** \_\_\_\_\_

**DISTRICT TWO**

<b>County / Location</b>	<b>Contract Item</b>	<b>Description</b>	<b>Composition*</b>	<b>Unit of Measure</b>	<b>Bid Price</b>
Logan / Chapmanville Corr G	1	Class 1 Aggregate	Limestone Only	Tons	\$39.75
	2	Class 1 Aggregate	LSGS	Tons	\$39.75
	3	Class 1 Aggregate	Slag	Tons	
	4	Class 2 Aggregate	Limestone Only	Tons	\$38.75
	5	Class 2 Aggregate	LSGS	Tons	\$38.75
	6	Class 2 Aggregate	Slag	Tons	
	7	Class 10 Aggregate	LSGS	Tons	\$38.75
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$42.00
	9	AASHTO #1 Aggregate	LSGS	Tons	\$42.00
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$42.00
	11	AASHTO #3 Aggregate	LSGS	Tons	\$42.00
	12	AASHTO #4 Aggregate	LSGS	Tons	\$45.00
	13	AASHTO #467 Aggregate	LSGS	Tons	\$45.00
	14	AASHTO #57 Aggregate	Limestone Only	Tons	\$43.25
	15	AASHTO #57 Aggregate	LSGS	Tons	\$43.25
	16	AASHTO #67 Aggregate	Limestone Only	Tons	
	17	AASHTO #67 Aggregate	LSGS	Tons	
	18	AASHTO #7 Aggregate	Limestone Only	Tons	
	19	AASHTO #7 Aggregate	LSGS	Tons	
	20	AASHTO #8 Aggregate	Limestone Only	Tons	\$49.50
	21	AASHTO #8 Aggregate	LSGS	Tons	\$49.50
	22	AASHTO #8 MODIFIED	Limestone Only	Tons	\$49.50
	23	AASHTO #8 MODIFIED	LSGS	Tons	\$49.50
	24	AASHTO #9 Aggregate	Limestone Only	Tons	
	25	AASHTO #9 Aggregate	LSGS	Tons	
	26	AASHTO #9 MODIFIED	Limestone Only	Tons	
	27	AASHTO #9 MODIFIED	LSGS	Tons	
	28	AASHTO #10 Aggregate	Limestone Only	Tons	\$33.00
	29	Stone for Gabions	Limestone Only	Tons	\$42.75
	30	Stone for Gabions	LSGS	Tons	\$42.75
	31	Fine Aggregate (PCC or Mortar Sand)	LSGS	Tons	
	32	Trail Surface Aggregate	LSGS	Tons	
	33	Limestone Standard Abrasives	Limestone Only	Tons	\$32.50
	34	Limestone Standard Abrasives	LSGS	Tons	
	35	Sandstone Standard Abrasives	LSGS	Tons	
	36	Steel Slag for SRIC	Slag	Tons	
	37	Limestone MODIFIED Abrasives	Limestone Only	Tons	\$32.50
	38	Limestone MODIFIED Abrasives	LSGS	Tons	
	39	Sandstone MODIFIED Abrasives	LSGS	Tons	
	40	Cinders	Cinders	Tons	
	41	Pea Gravel	LSGS	Tons	
	42	#11 Limestone Abrasives	LSGS	Tons	\$40.00
	43	Quarry Waste	LSGS	Tons	\$44.00
	44	Rip Rap	LSGS	Tons	\$48.00
	45	Shot Rock	Limestone Only	Tons	\$48.00
	46	Shot Rock	LSGS	Tons	\$48.00
	47	Imbricated Stone	LSGS	Tons	\$50.00

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

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**DISTRICT TWO**

<b>County / Location</b>	<b>Contract Item</b>	<b>Description</b>	<b>Composition*</b>	<b>Unit of Measure</b>	<b>Bid Price</b>
Logan / Man	1	Class 1 Aggregate	Limestone Only	Tons	\$49.00
	2	Class 1 Aggregate	LSGS	Tons	
	3	Class 1 Aggregate	Slag	Tons	
	4	Class 2 Aggregate	Limestone Only	Tons	\$49.00
	5	Class 2 Aggregate	LSGS	Tons	
	6	Class 2 Aggregate	Slag	Tons	
	7	Class 10 Aggregate	LSGS	Tons	\$49.00
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$49.00
	9	AASHTO #1 Aggregate	LSGS	Tons	
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$49.00
	11	AASHTO #3 Aggregate	LSGS	Tons	
	12	AASHTO #4 Aggregate	LSGS	Tons	
	13	AASHTO #467 Aggregate	LSGS	Tons	
	14	AASHTO #57 Aggregate	Limestone Only	Tons	\$55.00
	15	AASHTO #57 Aggregate	LSGS	Tons	
	16	AASHTO #67 Aggregate	Limestone Only	Tons	\$55.00
	17	AASHTO #67 Aggregate	LSGS	Tons	
	18	AASHTO #7 Aggregate	Limestone Only	Tons	
	19	AASHTO #7 Aggregate	LSGS	Tons	
	20	AASHTO #8 Aggregate	Limestone Only	Tons	\$58.00
	21	AASHTO #8 Aggregate	LSGS	Tons	
	22	AASHTO #8 MODIFIED	Limestone Only	Tons	\$58.00
	23	AASHTO #8 MODIFIED	LSGS	Tons	
	24	AASHTO #9 Aggregate	Limestone Only	Tons	
	25	AASHTO #9 Aggregate	LSGS	Tons	
	26	AASHTO #9 MODIFIED	Limestone Only	Tons	
	27	AASHTO #9 MODIFIED	LSGS	Tons	
	28	AASHTO #10 Aggregate	Limestone Only	Tons	\$45.00
	29	Stone for Gabions	Limestone Only	Tons	\$55.00
	30	Stone for Gabions	LSGS	Tons	
	31	Fine Aggregate (PCC or Mortar Sand)	LSGS	Tons	
	32	Trail Surface Aggregate	LSGS	Tons	
	33	Limestone Standard Abrasives	Limestone Only	Tons	
	34	Limestone Standard Abrasives	LSGS	Tons	
	35	Sandstone Standard Abrasives	LSGS	Tons	
	36	Steel Slag for SRIC	Slag	Tons	
	37	Limestone MODIFIED Abrasives	Limestone Only	Tons	
	38	Limestone MODIFIED Abrasives	LSGS	Tons	
	39	Sandstone MODIFIED Abrasives	LSGS	Tons	
	40	Cinders	Cinders	Tons	
	41	Pea Gravel	LSGS	Tons	
	42	#11 Limestone Abrasives	LSGS	Tons	\$49.00
	43	Quarry Waste	LSGS	Tons	
	44	Rip Rap	LSGS	Tons	\$58.00
	45	Shot Rock	Limestone Only	Tons	\$58.00
	46	Shot Rock	LSGS	Tons	\$58.00
	47	Imbricated Stone	LSGS	Tons	

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

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

**VENDOR:** \_\_\_\_\_ **Lusher Trucking Co Inc** \_\_\_\_\_

**DISTRICT TWO**

<b>County / Location</b>	<b>Contract Item</b>	<b>Description</b>	<b>Composition*</b>	<b>Unit of Measure</b>	<b>Bid Price</b>
Logan / Wilkinson	1	Class 1 Aggregate	Limestone Only	Tons	\$39.75
	2	Class 1 Aggregate	LSGS	Tons	
	3	Class 1 Aggregate	Slag	Tons	
	4	Class 2 Aggregate	Limestone Only	Tons	\$38.75
	5	Class 2 Aggregate	LSGS	Tons	
	6	Class 2 Aggregate	Slag	Tons	
	7	Class 10 Aggregate	LSGS	Tons	\$38.75
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$41.50
	9	AASHTO #1 Aggregate	LSGS	Tons	
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$41.50
	11	AASHTO #3 Aggregate	LSGS	Tons	
	12	AASHTO #4 Aggregate	LSGS	Tons	\$41.50
	13	AASHTO #467 Aggregate	LSGS	Tons	
	14	AASHTO #57 Aggregate	Limestone Only	Tons	\$43.50
	15	AASHTO #57 Aggregate	LSGS	Tons	
	16	AASHTO #67 Aggregate	Limestone Only	Tons	
	17	AASHTO #67 Aggregate	LSGS	Tons	
	18	AASHTO #7 Aggregate	Limestone Only	Tons	
	19	AASHTO #7 Aggregate	LSGS	Tons	
	20	AASHTO #8 Aggregate	Limestone Only	Tons	\$49.00
	21	AASHTO #8 Aggregate	LSGS	Tons	
	22	AASHTO #8 MODIFIED	Limestone Only	Tons	
	23	AASHTO #8 MODIFIED	LSGS	Tons	
	24	AASHTO #9 Aggregate	Limestone Only	Tons	
	25	AASHTO #9 Aggregate	LSGS	Tons	
	26	AASHTO #9 MODIFIED	Limestone Only	Tons	
	27	AASHTO #9 MODIFIED	LSGS	Tons	
	28	AASHTO #10 Aggregate	Limestone Only	Tons	
	29	Stone for Gabions	Limestone Only	Tons	\$45.00
	30	Stone for Gabions	LSGS	Tons	
	31	Fine Aggregate (PCC or Mortar Sand)	LSGS	Tons	
	32	Trail Surface Aggregate	LSGS	Tons	
	33	Limestone Standard Abrasives	Limestone Only	Tons	
	34	Limestone Standard Abrasives	LSGS	Tons	
	35	Sandstone Standard Abrasives	LSGS	Tons	
	36	Steel Slag for SRIC	Slag	Tons	
	37	Limestone MODIFIED Abrasives	Limestone Only	Tons	
	38	Limestone MODIFIED Abrasives	LSGS	Tons	
	39	Sandstone MODIFIED Abrasives	LSGS	Tons	
	40	Cinders	Cinders	Tons	
	41	Pea Gravel	LSGS	Tons	
	42	#11 Limestone Abrasives	LSGS	Tons	\$42.50
	43	Quarry Waste	LSGS	Tons	
	44	Rip Rap	LSGS	Tons	\$49.50
	45	Shot Rock	Limestone Only	Tons	\$49.50
	46	Shot Rock	LSGS	Tons	\$49.50
	47	Imbricated Stone	LSGS	Tons	

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

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

**VENDOR:** Lusher Trucking Co Inc

**DISTRICT TWO**

County / Location	Contract Item	Description	Composition*	Unit of Measure	Bid Price
Mingo / Gilbert	1	Class 1 Aggregate	Limestone Only	Tons	\$50.00
	2	Class 1 Aggregate	LSGS	Tons	
	3	Class 1 Aggregate	Slag	Tons	
	4	Class 2 Aggregate	Limestone Only	Tons	\$50.00
	5	Class 2 Aggregate	LSGS	Tons	
	6	Class 2 Aggregate	Slag	Tons	
	7	Class 10 Aggregate	LSGS	Tons	\$50.00
	8	AASHTO #1 Aggregate	Limestone Only	Tons	
	9	AASHTO #1 Aggregate	LSGS	Tons	
	10	AASHTO #3 Aggregate	Limestone Only	Tons	
	11	AASHTO #3 Aggregate	LSGS	Tons	
	12	AASHTO #4 Aggregate	LSGS	Tons	
	13	AASHTO #467 Aggregate	LSGS	Tons	
	14	AASHTO #57 Aggregate	Limestone Only	Tons	
	15	AASHTO #57 Aggregate	LSGS	Tons	
	16	AASHTO #67 Aggregate	Limestone Only	Tons	
	17	AASHTO #67 Aggregate	LSGS	Tons	
	18	AASHTO #7 Aggregate	Limestone Only	Tons	
	19	AASHTO #7 Aggregate	LSGS	Tons	
	20	AASHTO #8 Aggregate	Limestone Only	Tons	
	21	AASHTO #8 Aggregate	LSGS	Tons	
	22	AASHTO #8 MODIFIED	Limestone Only	Tons	
	23	AASHTO #8 MODIFIED	LSGS	Tons	
	24	AASHTO #9 Aggregate	Limestone Only	Tons	
	25	AASHTO #9 Aggregate	LSGS	Tons	
	26	AASHTO #9 MODIFIED	Limestone Only	Tons	
	27	AASHTO #9 MODIFIED	LSGS	Tons	
	28	AASHTO #10 Aggregate	Limestone Only	Tons	
	29	Stone for Gabions	Limestone Only	Tons	
	30	Stone for Gabions	LSGS	Tons	
	31	Fine Aggregate (PCC or Mortar Sand)	LSGS	Tons	
	32	Trail Surface Aggregate	LSGS	Tons	
	33	Limestone Standard Abrasives	Limestone Only	Tons	
	34	Limestone Standard Abrasives	LSGS	Tons	
	35	Sandstone Standard Abrasives	LSGS	Tons	
	36	Steel Slag for SRIC	Slag	Tons	
	37	Limestone MODIFIED Abrasives	Limestone Only	Tons	
	38	Limestone MODIFIED Abrasives	LSGS	Tons	
	39	Sandstone MODIFIED Abrasives	LSGS	Tons	
	40	Cinders	Cinders	Tons	
	41	Pea Gravel	LSGS	Tons	
	42	#11 Limestone Abrasives	LSGS	Tons	\$50.00
	43	Quarry Waste	LSGS	Tons	
	44	Rip Rap	LSGS	Tons	
	45	Shot Rock	Limestone Only	Tons	
	46	Shot Rock	LSGS	Tons	
	47	Imbricated Stone	LSGS	Tons	

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

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**VENDOR:** Lusher Trucking Co Inc

**DISTRICT TWO**

County / Location	Contract Item	Description	Composition*	Unit of Measure	Bid Price
Mingo / Miller Creek	1	Class 1 Aggregate	Limestone Only	Tons	\$37.50
	2	Class 1 Aggregate	LSGS	Tons	\$37.50
	3	Class 1 Aggregate	Slag	Tons	
	4	Class 2 Aggregate	Limestone Only	Tons	\$38.00
	5	Class 2 Aggregate	LSGS	Tons	\$38.00
	6	Class 2 Aggregate	Slag	Tons	
	7	Class 10 Aggregate	LSGS	Tons	\$38.00
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$37.00
	9	AASHTO #1 Aggregate	LSGS	Tons	
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$37.00
	11	AASHTO #3 Aggregate	LSGS	Tons	
	12	AASHTO #4 Aggregate	LSGS	Tons	\$37.00
	13	AASHTO #467 Aggregate	LSGS	Tons	
	14	AASHTO #57 Aggregate	Limestone Only	Tons	\$39.00
	15	AASHTO #57 Aggregate	LSGS	Tons	
	16	AASHTO #67 Aggregate	Limestone Only	Tons	
	17	AASHTO #67 Aggregate	LSGS	Tons	
	18	AASHTO #7 Aggregate	Limestone Only	Tons	
	19	AASHTO #7 Aggregate	LSGS	Tons	
	20	AASHTO #8 Aggregate	Limestone Only	Tons	\$45.50
	21	AASHTO #8 Aggregate	LSGS	Tons	
	22	AASHTO #8 MODIFIED	Limestone Only	Tons	\$45.50
	23	AASHTO #8 MODIFIED	LSGS	Tons	
	24	AASHTO #9 Aggregate	Limestone Only	Tons	
	25	AASHTO #9 Aggregate	LSGS	Tons	
	26	AASHTO #9 MODIFIED	Limestone Only	Tons	
	27	AASHTO #9 MODIFIED	LSGS	Tons	
	28	AASHTO #10 Aggregate	Limestone Only	Tons	\$32.50
	29	Stone for Gabions	Limestone Only	Tons	\$39.50
	30	Stone for Gabions	LSGS	Tons	
	31	Fine Aggregate (PCC or Mortar Sand)	LSGS	Tons	
	32	Trail Surface Aggregate	LSGS	Tons	\$36.00
	33	Limestone Standard Abrasives	Limestone Only	Tons	\$32.00
	34	Limestone Standard Abrasives	LSGS	Tons	
	35	Sandstone Standard Abrasives	LSGS	Tons	
	36	Steel Slag for SRIC	Slag	Tons	
	37	Limestone MODIFIED Abrasives	Limestone Only	Tons	\$32.00
	38	Limestone MODIFIED Abrasives	LSGS	Tons	
	39	Sandstone MODIFIED Abrasives	LSGS	Tons	
	40	Cinders	Cinders	Tons	
	41	Pea Gravel	LSGS	Tons	
	42	#11 Limestone Abrasives	LSGS	Tons	\$38.00
	43	Quarry Waste	LSGS	Tons	
	44	Rip Rap	LSGS	Tons	\$48.50
	45	Shot Rock	Limestone Only	Tons	\$48.50
	46	Shot Rock	LSGS	Tons	\$48.50
	47	Imbricated Stone	LSGS	Tons	

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

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**VENDOR:** Lusher Trucking Co Inc

**DISTRICT TWO**

County / Location	Contract Item	Description	Composition*	Unit of Measure	Bid Price
Wayne / Crum	1	Class 1 Aggregate	Limestone Only	Tons	\$29.50
	2	Class 1 Aggregate	LSGS	Tons	\$29.50
	3	Class 1 Aggregate	Slag	Tons	
	4	Class 2 Aggregate	Limestone Only	Tons	\$28.25
	5	Class 2 Aggregate	LSGS	Tons	\$28.25
	6	Class 2 Aggregate	Slag	Tons	
	7	Class 10 Aggregate	LSGS	Tons	\$28.25
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$30.00
	9	AASHTO #1 Aggregate	LSGS	Tons	\$30.00
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$29.50
	11	AASHTO #3 Aggregate	LSGS	Tons	\$29.50
	12	AASHTO #4 Aggregate	LSGS	Tons	\$29.50
	13	AASHTO #467 Aggregate	LSGS	Tons	\$29.50
	14	AASHTO #57 Aggregate	Limestone Only	Tons	\$32.25
	15	AASHTO #57 Aggregate	LSGS	Tons	\$32.25
	16	AASHTO #67 Aggregate	Limestone Only	Tons	\$32.25
	17	AASHTO #67 Aggregate	LSGS	Tons	\$32.25
	18	AASHTO #7 Aggregate	Limestone Only	Tons	
	19	AASHTO #7 Aggregate	LSGS	Tons	
	20	AASHTO #8 Aggregate	Limestone Only	Tons	\$37.75
	21	AASHTO #8 Aggregate	LSGS	Tons	\$37.75
	22	AASHTO #8 MODIFIED	Limestone Only	Tons	\$37.75
	23	AASHTO #8 MODIFIED	LSGS	Tons	\$37.75
	24	AASHTO #9 Aggregate	Limestone Only	Tons	
	25	AASHTO #9 Aggregate	LSGS	Tons	
	26	AASHTO #9 MODIFIED	Limestone Only	Tons	
	27	AASHTO #9 MODIFIED	LSGS	Tons	
	28	AASHTO #10 Aggregate	Limestone Only	Tons	\$23.50
	29	Stone for Gabions	Limestone Only	Tons	\$31.75
	30	Stone for Gabions	LSGS	Tons	\$31.75
	31	Fine Aggregate (PCC or Mortar Sand)	LSGS	Tons	
	32	Trail Surface Aggregate	LSGS	Tons	
	33	Limestone Standard Abrasives	Limestone Only	Tons	\$23.50
	34	Limestone Standard Abrasives	LSGS	Tons	
	35	Sandstone Standard Abrasives	LSGS	Tons	
	36	Steel Slag for SRIC	Slag	Tons	
	37	Limestone MODIFIED Abrasives	Limestone Only	Tons	\$23.50
	38	Limestone MODIFIED Abrasives	LSGS	Tons	
	39	Sandstone MODIFIED Abrasives	LSGS	Tons	
	40	Cinders	Cinders	Tons	
	41	Pea Gravel	LSGS	Tons	
	42	#11 Limestone Abrasives	LSGS	Tons	\$29.50
	43	Quarry Waste	LSGS	Tons	
	44	Rip Rap	LSGS	Tons	
	45	Shot Rock	Limestone Only	Tons	
	46	Shot Rock	LSGS	Tons	
	47	Imbricated Stone	LSGS	Tons	

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

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**DISTRICT TWO**

County / Location	Contract Item	Description	Composition*	Unit of Measure	Bid Price
Wayne / Prichard	1	Class 1 Aggregate	Limestone Only	Tons	\$23.00
	2	Class 1 Aggregate	LSGS	Tons	\$23.00
	3	Class 1 Aggregate	Slag	Tons	
	4	Class 2 Aggregate	Limestone Only	Tons	\$22.00
	5	Class 2 Aggregate	LSGS	Tons	\$22.00
	6	Class 2 Aggregate	Slag	Tons	
	7	Class 10 Aggregate	LSGS	Tons	\$22.00
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$24.00
	9	AASHTO #1 Aggregate	LSGS	Tons	\$24.00
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$24.00
	11	AASHTO #3 Aggregate	LSGS	Tons	\$24.00
	12	AASHTO #4 Aggregate	LSGS	Tons	\$24.00
	13	AASHTO #467 Aggregate	LSGS	Tons	\$24.00
	14	AASHTO #57 Aggregate	Limestone Only	Tons	\$25.75
	15	AASHTO #57 Aggregate	LSGS	Tons	\$25.75
	16	AASHTO #67 Aggregate	Limestone Only	Tons	\$25.75
	17	AASHTO #67 Aggregate	LSGS	Tons	\$25.75
	18	AASHTO #7 Aggregate	Limestone Only	Tons	
	19	AASHTO #7 Aggregate	LSGS	Tons	
	20	AASHTO #8 Aggregate	Limestone Only	Tons	\$32.00
	21	AASHTO #8 Aggregate	LSGS	Tons	\$32.00
	22	AASHTO #8 MODIFIED	Limestone Only	Tons	\$32.00
	23	AASHTO #8 MODIFIED	LSGS	Tons	\$32.00
	24	AASHTO #9 Aggregate	Limestone Only	Tons	
	25	AASHTO #9 Aggregate	LSGS	Tons	
	26	AASHTO #9 MODIFIED	Limestone Only	Tons	
	27	AASHTO #9 MODIFIED	LSGS	Tons	
	28	AASHTO #10 Aggregate	Limestone Only	Tons	\$18.00
	29	Stone for Gabions	Limestone Only	Tons	\$25.75
	30	Stone for Gabions	LSGS	Tons	\$25.75
	31	Fine Aggregate (PCC or Mortar Sand)	LSGS	Tons	
	32	Trail Surface Aggregate	LSGS	Tons	\$25.00
	33	Limestone Standard Abrasives	Limestone Only	Tons	\$18.00
	34	Limestone Standard Abrasives	LSGS	Tons	
	35	Sandstone Standard Abrasives	LSGS	Tons	
	36	Steel Slag for SRIC	Slag	Tons	
	37	Limestone MODIFIED Abrasives	Limestone Only	Tons	\$18.00
	38	Limestone MODIFIED Abrasives	LSGS	Tons	
	39	Sandstone MODIFIED Abrasives	LSGS	Tons	
	40	Cinders	Cinders	Tons	
	41	Pea Gravel	LSGS	Tons	
	42	#11 Limestone Abrasives	LSGS	Tons	\$23.50
	43	Quarry Waste	LSGS	Tons	
	44	Rip Rap	LSGS	Tons	\$31.00
	45	Shot Rock	Limestone Only	Tons	\$31.00
	46	Shot Rock	LSGS	Tons	\$31.00
	47	Imbricated Stone	LSGS	Tons	

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

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**DISTRICT TWO**

County / Location	Contract Item	Description	Composition*	Unit of Measure	Bid Price
Wayne / Wayne	1	Class 1 Aggregate	Limestone Only	Tons	\$26.00
	2	Class 1 Aggregate	LSGS	Tons	\$26.00
	3	Class 1 Aggregate	Slag	Tons	
	4	Class 2 Aggregate	Limestone Only	Tons	\$25.00
	5	Class 2 Aggregate	LSGS	Tons	\$25.00
	6	Class 2 Aggregate	Slag	Tons	
	7	Class 10 Aggregate	LSGS	Tons	\$25.00
	8	AASHTO #1 Aggregate	Limestone Only	Tons	\$28.00
	9	AASHTO #1 Aggregate	LSGS	Tons	\$28.00
	10	AASHTO #3 Aggregate	Limestone Only	Tons	\$26.25
	11	AASHTO #3 Aggregate	LSGS	Tons	\$26.25
	12	AASHTO #4 Aggregate	LSGS	Tons	\$26.25
	13	AASHTO #467 Aggregate	LSGS	Tons	\$26.25
	14	AASHTO #57 Aggregate	Limestone Only	Tons	\$28.75
	15	AASHTO #57 Aggregate	LSGS	Tons	\$28.75
	16	AASHTO #67 Aggregate	Limestone Only	Tons	\$28.75
	17	AASHTO #67 Aggregate	LSGS	Tons	\$28.75
	18	AASHTO #7 Aggregate	Limestone Only	Tons	
	19	AASHTO #7 Aggregate	LSGS	Tons	
	20	AASHTO #8 Aggregate	Limestone Only	Tons	\$34.50
	21	AASHTO #8 Aggregate	LSGS	Tons	\$34.50
	22	AASHTO #8 MODIFIED	Limestone Only	Tons	\$34.50
	23	AASHTO #8 MODIFIED	LSGS	Tons	\$34.50
	24	AASHTO #9 Aggregate	Limestone Only	Tons	
	25	AASHTO #9 Aggregate	LSGS	Tons	
	26	AASHTO #9 MODIFIED	Limestone Only	Tons	
	27	AASHTO #9 MODIFIED	LSGS	Tons	
	28	AASHTO #10 Aggregate	Limestone Only	Tons	\$20.00
	29	Stone for Gabions	Limestone Only	Tons	\$28.25
	30	Stone for Gabions	LSGS	Tons	\$28.25
	31	Fine Aggregate (PCC or Mortar Sand)	LSGS	Tons	
	32	Trail Surface Aggregate	LSGS	Tons	\$28.00
	33	Limestone Standard Abrasives	Limestone Only	Tons	\$20.00
	34	Limestone Standard Abrasives	LSGS	Tons	
	35	Sandstone Standard Abrasives	LSGS	Tons	
	36	Steel Slag for SRIC	Slag	Tons	
	37	Limestone MODIFIED Abrasives	Limestone Only	Tons	\$20.00
	38	Limestone MODIFIED Abrasives	LSGS	Tons	
	39	Sandstone MODIFIED Abrasives	LSGS	Tons	
	40	Cinders	Cinders	Tons	
	41	Pea Gravel	LSGS	Tons	
	42	#11 Limestone Abrasives	LSGS	Tons	\$27.50
	43	Quarry Waste	LSGS	Tons	
	44	Rip Rap	LSGS	Tons	\$34.00
	45	Shot Rock	Limestone Only	Tons	\$34.00
	46	Shot Rock	LSGS	Tons	\$34.00
	47	Imbricated Stone	LSGS	Tons	

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. Inc Address: 70 Davis Branch Road  
Prichard WV 25555

Name of Authorized Agent: Frank Lusher Address: 70 Davis Br RD Prichard WV 25555

Contract Number: CFRQ 0803 DOT2600000097 Contract Description: Stone & Aggregate to Established Locations

Governmental agency awarding contract: WVDOH

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.

**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:  Date Signed: 6/7/26

**Notary Verification**

State of West Virginia, County of Wayne:

I, Frank 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, 2026.

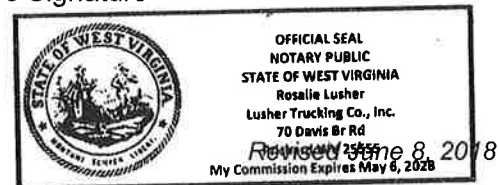
  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



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 exceed 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: [Signature] Date: 6/7/26

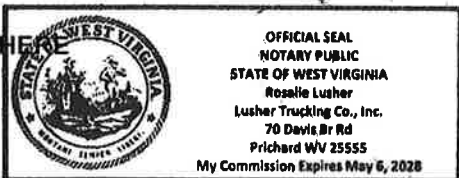
State of West Virginia

County of Wayne, to-wit:

Taken, subscribed, and sworn to before me this 7th day of June, 2026.

My Commission expires May 6, 2028.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

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: 6/10/2026

Title: President

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

# CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)

06/08/2026

**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.**

<b>PRODUCER</b> Brands Insurance Agency, Inc. P.O. Box 62267 Cincinnati, OH 45262-0267 P (513) 777-7775 F (513) 777-7782 certificates@brandsinsurance.com	<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
	A	Canal Insurance Company	10464
	B	Scottsdale Insurance Company	41297
<b>INSURED</b> Lusher Trucking Co, Inc. 70 Davis Branch Road Prichard, WV 25555 DOT: 880468, MC: 170174			

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					
B	<b>GENERAL LIABILITY</b> <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	CPS8372244	02/18/2026	02/18/2027	EACH OCCURRENCE	\$1,000,000				
	DAMAGE TO RENTED PREMISES				\$100,000					
	MED EXP (any one person)				\$5,000					
	PERSONAL & ADV INJURY				\$1,000,000					
	GENERAL AGGREGATE				\$2,000,000					
	PRODUCTS - COMP/OP AG				\$1,000,000					
A	<b>AUTOMOBILE LIABILITY</b> <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	CT1027112611-3	02/18/2026	02/18/2027	COMBINED SINGLE LIMIT	\$1,000,000				
	BODILY INJURY (per person)									
	BODILY INJURY (per accident)									
	PROPERTY DAMAGE									
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS AUTO LIAB <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE					
					AGGREGATE					
	<b>WORKERS COMPENSATION</b> <b>EMPLOYERS' LIABILITY</b> ANY PROPRIETER/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <span style="float: right;">Y/N</span> If yes, describe under DESCRIPTION OF OPERATIONS below <span style="float: right;"><input type="checkbox"/> Y <input checked="" type="checkbox"/> N</span>				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 40%;">OTHER</td> </tr> <tr> <td colspan="2" style="height: 15px;"> </td> </tr> </table> EL EACH ACCIDENT EL DISEASE - EACH EMP EL DISEASE - POLICY LIMIT	WC STATUTORY LIMITS	OTHER			
WC STATUTORY LIMITS	OTHER									
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE					
A	Cargo	CT1027112611-3	02/18/2026	02/18/2027	Limit: \$100,000 Deductible: \$1,000					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
 Certificate holder is listed as additional insured for General liability and designated insured for Auto Liability

**CERTIFICATE HOLDER**

**CANCELLATION**

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Class 1 Aggregate -Slag	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Class 2 Aggregate -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Class 2 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Class 2 Aggregate -Slag	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Class 10 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	AASHTO #1 Aggregate -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	AASHTO #1 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	AASHTO #3 Aggregate -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	AASHTO #3 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	AASHTO #4 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	AASHTO #467 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	AASHTO #57 Aggregate -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	AASHTO #57 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	AASHTO #67 Aggregate -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	AASHTO #67 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	AASHTO #7 Aggregate -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	AASHTO #7 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	AASHTO #8 Aggregate -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	AASHTO #8 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	AASHTO #8 MODIFIED -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	AASHTO #8 MODIFIED -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	AASHTO #9 Aggregate -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	AASHTO #9 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	AASHTO #9 MODIFIED -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	AASHTO #9 MODIFIED -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	AASHTO #10 Aggregate -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Stone for Gabions -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Stone for Gabions -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Fine Aggregate (PCC or Mortar Sand) -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Trail Surface Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Limestone Standard Abrasives -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Limestone Standard Abrasives -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Sandstone Standard Abrasives -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Steel Slag for SRIC	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Limestone MODIFIED Abrasives -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Limestone MODIFIED Abrasives -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Sandstone MODIFIED Abrasives -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	Cinders	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
41	Pea Gravel -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
42	#11 Limestone Abrasives -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
43	Quarry Waste -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
44	Rip Rap -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
45	Shot Rock -Limestone Only	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
46	Shot Rock -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
47	Imbricated Stone -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00AM	2026-06-11

	Document Phase	Document Description	Page 26
DOT2600000097	Final	Stone & Aggregate Delivery to Established Locations	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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:** The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**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 three (3) 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:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive one (1) year 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).

**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.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

**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 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 that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 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.

**9. WORKERS' COMPENSATION INSURANCE:** 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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**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.

Liquidated Damages Are Not Included in this Contract.

**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:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**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.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

**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. NO DEBT CERTIFICATION:** 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. 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.

**39. 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.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. 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
  2. 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.

**42. 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.

**43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Frank W. Lusher/President

(Address) 70 Davis Branch Road Prichard, WV 25555

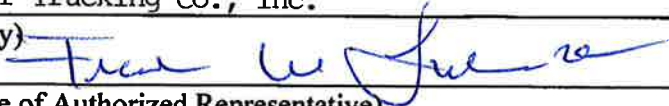
(Phone Number)/(Fax Number) 304-486-5195 (cell) 304-544-0183

(email address) lusher236@hotmail.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

Lusher Trucking Co., Inc.  
(Company)

  
(Signature of Authorized Representative)

Frank W. Lusher/President 6/7/26  
(Printed Name and Title of Authorized Representative) (Date)

304-486-5195 (cell) 304-544-0183  
(Phone Number) (Fax Number)

lusher236@hotmail.com  
(Email Address)

**44. 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.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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Stone & Aggregate, Delivery to Established Locations

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Transportation and the West Virginia Adjutant Generals Office/West Virginia Army Reserve National Guard, to establish an open-end contract for various sizes and types of Stone, Aggregate, Cinders, and Slag to include delivery FOB to the Agency's **Established Locations** only, throughout the state of West Virginia
  
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **"A-1"** -Refers to the highest rating given to certified manufacturers and/or products on the Materials Control, Soils and Testing Division's Approved Products Lists (APL). Reference:  
[https://transportation.wv.gov/highways/mcst/Pages/APL\\_By\\_Number.aspx](https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx).
  
  - 2.2 **"AASHTO"** - The American Association of State Highway and Transportation Officials is a standard setting body which publishes specifications, test protocols, and guidelines that are used in highway design and construction throughout the United States. Reference: [www.transportation.org](http://www.transportation.org).
  
  - 2.3 **"ADO" and "Agency Delivery Order"** - A written order entered by WVDOT personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
  
  - 2.4 **"APL"**– refers to the Approved Product Lists (APL) of certified manufacturers and/or products that meet acceptable levels of quality as determined by WVDOH Materials Control, Soils and Testing Division (MCS&T). Reference: [https://transportation.wv.gov/highways/mcst/Pages/APL\\_By\\_Number.aspx](https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx).
  
  - 2.5 **"ASTM International" and "ASTM"** – The international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services. Reference: [www.astm.org](http://www.astm.org)
  
  - 2.6 **"Contract Item(s)"** - The list of items available for Vendor to provide pricing as identified in Section 3.2 of this Solicitation and referenced throughout.
  
  - 2.7 **"Contractor" or "Vendor"** - Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been

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selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

- 2.8** “**Emergency Requests**” –orders required to be done without delay owing to circumstances for which the WVDOT could not have reasonably expected and has been designated as such by a representative of the WVDOT.
- 2.9** “**FOB**” or “**Free on Board**” - Indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
- 2.10** “**Liquidated Damages**” - Monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 6.3.1 of these Specifications.
- 2.11** “**MCS&T**” - the WVDOH Materials Control, Soil and Testing Division, who performs all procedures necessary for the sampling, testing, reporting, and inspection of products and materials to maintain a reliable quality assurance system. Reference: <https://transportation.wv.gov/highways/mcst/Pages/default.aspx>
- 2.12** “**MP**” - refers to a Materials Procedure per the Materials Control, Soils, and Testing Division of the West Virginia Division of Highways, as amended. Reference: <https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>
- 2.13** “**Pricing Pages,**” “**Attachment A,**” and “**ATT A**” - The schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses. THIS IS A MANDATORY FORM.
- 2.14** “**Solicitation**” - The official notice of an opportunity to supply the State with goods or services.
- 2.15** “**Source Information Form,**” “**Attachment B,**” and “**ATT B**” - Interchangeable terms referring to the pages attached hereto as Attachment B (ATT B) which details the source plant location for all of all Contract Items bid on this Contract’s Pricing Pages and used to evaluate the solicitation responses. THIS IS A MANDATORY FORM.
- 2.16** “**Standard Specs**” - Used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications,

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Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.

- 2.17 “WVDOT” or “Agency” - Interchangeable terms for the West Virginia Department of Transportation.

**3. GENERAL REQUIREMENTS:**

- 3.1 **Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

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

All materials supplied under this contract must originate from a quarry on the Commercial & Potential Skid Resistance Source list maintained by Materials Controls Soils, and Testing Division (MCS&T). This list is updated each quarter or when quarries are added or subtracted from the list. It is the Contractor or Venders responsibility to ensure the material being delivered derives from an approved source. Any material not from an approved source will be rejected at no cost to the division.

The Commercial & Potential Skid Resistance Source list can be obtained on the MCS&T Division web page under the Approved Product Listings (APLs) at: [https://transportation.wv.gov/highways/mcst/Pages/APL\\_By\\_Number.aspx](https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx).

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

- 3.2 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

- 3.2.1 **Materials:** All materials bid and provided under this contract must meet or exceed mandatory requirements as shown below and adhere to the Standard Specs, as amended.

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**3.2.1.1 Fine Aggregate** must adhere to Standard Spec 702, as amended. Fine Aggregate on the Pricing Pages, ATT A, shall be for Portland Cement Concrete or mortar sand – whichever is specified by the Agency on the ADO.

**3.2.1.2 Trail Surface Aggregate (TSA)** shall be crushed limestone, sandstone, or any combination of these materials uniformly blended, see reference Special Provision Section 315 Trail Surface Aggregate Exhibit 1 (EXH 1).

**3.2.1.3 Coarse Aggregate** must adhere to Standard Spec 703, as amended. Coarse Aggregate on the Pricing Pages, ATT A, is identified by an AASHTO standard size. Except for the following Contract Items, grading on all specified sieve sized for material and grading shall adhere to AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11:

- AASHTO #7
- AASHTO #8
- AASHTO #9
- AASHTO #8 Modified
- AASHTO #9 Modified

**3.2.1.4 Crushed Stone** must adhere to Standard Spec 703.1, as amended.

**3.2.1.5 Rip Rap** must adhere to Standard Spec 704.2, as amended.

**3.2.1.6 Stone For Gabions** must adhere to Standard Spec 704.3, as amended.

**3.2.1.7 Shot Rock** must adhere to Standard Spec 704.8, as amended.

**3.2.1.8 Abrasives:** In addition to meeting the gradation requirements of AASHTO #8 and #9 aggregate in table 703.4, Modified AASHTO # 8 and Modified AASHTO #9 aggregate shall have a maximum of 2% passing the #200 sieve, when sampled at the source (the Vendor's last point of possession), prior to shipment, as determined by AASHTO T-11 and T-27. The aggregates shall be crushed with a minimum of 80% two face fracture. Modified AASHTO #8 and Modified AASHTO #9 aggregate shall meet all other requirements for AASHTO #8 and AASHTO #9 aggregate.

A. Quality

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- Liquid limit shall not exceed 25 and plasticity index shall not exceed six (6).
- 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 # 4 (4.75 mm) sieve.
- When gravel is used as an abrasive, the material retained on the AASHTO #8, the sieve shall have a majority of crushed particles.

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

Sieve Size	% Passing By Weight	
	Standard	Modified
1/2 inch	100	100
3/8 inch	85-100	85-100
# 100	0-10	0-4

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

A. Quality

- Total deleterious substances, including but not limited to metal, glass, clay, shale, and thin or elongated pieces, shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the US Standard # 4 (4.75 mm) sieve.

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

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

**3.2.1.10 Aggregate For Base and Sub-Base** must adhere to Standard Spec 704.6, as amended. Aggregate for base and sub-base on ATT A are

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identified by Class. Aggregate for Base/Sub-base course, material shall consist of gravel, crushed gravel, crushed stone, crushed slag, or any combination of these materials uniformly blended to conform to 704.6.2, as amended, with exception: Los Angeles abrasion is not required for blast furnace slag. Natural or manufactured sand may be used as a component of the blend. Crushed slag shall adhere to 703.3, as amended with exception. When gravel is to be used in stabilized (treated) base or sub-base construction, it need not be crushed. When used in an unstabilized base or sub-base construction, the gravel shall be crushed as specified. When Vendor elects to blend materials, each component of the blend shall meet 704.6.2, as amended. Blade or road mixing will not be allowed. When shoulders are specified, natural sand may not be used as a shoulder component.

Vendor shall adhere to Standard Spec 704 and sampled per MP 700.00.06, as amended. Frequency of sampling and testing and plotting of gradation test data shall adhere to established Division procedures. Material failing to comply with the Specification requirements when sampled, tested, and evaluated per Division procedures and/or disapproval of the Engineer, shall be removed and replaced at the Vendor's expense, or, at the option of the Engineer, may be left in place with reduced payment.

**3.2.1.11 #8 Modified and #9 Modified** must adhere to Standard Spec 703.3, as amended. In addition to meeting the gradation requirements of AASHTO #8 and #9 aggregate in table 703.4, Modified AASHTO #8 and Modified AASHTO #9 aggregate shall have a maximum of 2% passing the #200 sieve, when sampled at the source (the Vendor's last point of possession), prior to shipment, as determined by AASHTO T-11 and T-27. The aggregates shall be crushed with a minimum of 80% two face fracture. Modified AASHTO #8 and Modified AASHTO #9 aggregate shall meet all other requirements for AASHTO #8 and AASHTO #9 aggregate.

Except for the following Contract Items, grading on all specified sieve sized for material and grading shall adhere to AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11

- AASHTO #7
- AASHTO #8
- AASHTO #9
- AASHTO #8 Modified
- AASHTO #9 Modified

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**3.2.1.12 #10 Limestone:** Size AASHTO #10 Limestone shall conform to the gradation requirements of AASHTO M 43 and Standard Specs Table 703.4, as amended.

**3.2.1.13 #11 Limestone for SRIC** must adhere to Standard Spec 703.1, as amended.

A. Quality

- The liquid limit shall not exceed 25 and plasticity index shall not exceed six (6).
- Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 1% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard # 8 (2.36 mm) sieve.

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

<b>Sieve Size</b>	<b>% Passing By Weight</b>
3/8 inch	100
#4	40-90
#8	10-40
#100	0-5

**3.2.1.14 Quarry Waste** shall adhere to Standard Specs 716.1.1 Random Material, as amended.

**3.2.1.15 Steel Slag for SRIC** must adhere to Standard Spec 703.3, as amended.

A. Quality

- The liquid limit shall not exceed 25 and the plasticity index shall not exceed six (6).
- 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 # 4 (4.75 mm) sieve.

B. Gradation – materials shall adhere to AASHTO T-27:

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

**3.2.1.16 Imbricated Stone/Rock** shall meet Standard Spec 704.5 Special Rock Fill, as amended. Size shall be a minimum of 36 inches with a maximum of 72 inches. Imbricated Stone/Rock shall have two flat surfaces that may be used in a stackable manner. Imbricated Stone/Rock may be used in conjunction with Standard Specs 218.3 and 218.4, as amended.

**3.2.2 Sampling And Testing** for quality of all items furnished in this contract will be the responsibility of the WVDOT. Testing for gradation requirements is the responsibility of the contractor or vendor supplying the aggregate. The minimum frequency of sampling and testing for gradation is outlined in Table 1. All samples taken by Vendor shall be by a Certified Aggregate Sampler. All testing performed shall be done by a Certified Aggregate Inspector.

Table 1

<b>Property</b>	<b>Frequency</b>
Gradation for source not on the A-1 Listing	One sample per each day of shipment or if tested during production, one sample per each day of production. See 3.2.4.1.
Gradation for source on the A-1 list	(A-1 Source) One sample per each week of shipment per MP 700.00.52, Guide for Source Rating System Relative to Maintenance Contracts, as amended; or if tested during production, one sample per each day of production. See 3.2.4.1.
Moisture Content	See 3.2.4.2.

**3.2.2.1** The vendor shall provide gradation test results attesting to the gradation of materials delivered. Gradation results from the production source will be acceptable. **Gradation test results shall be sent to the Materials Department of each District the aggregate was delivered to within 72 hours of delivery.** The

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WVDOT will enter the gradations into the AASHTO Wear Project (AWP) system within one week of receiving the gradations.

**3.2.2.2** In the event visual inspection of the aggregate indicates excess or unusual moisture beyond what is normally expected in the aggregate, the WVDOT reserves the right to determine moisture content by standard methods per established Division procedures. If this becomes necessary, the net weight of portion represented will be adjusted utilizing test results obtained by WVDOT per MP 700.00.22. Abrasives and Steel Slag Items will be considered fine aggregate as outlined in MP 700.00.22, as amended.

**3.2.3 Acceptance Plan:** Per Standard Spec 703, as amended, crushed stone shall consist of particles of clean, hard, tough, durable rock, free from adherent and foreign material. Acceptance for gradation shall be based on test results, provided, and certified by Vendor to be true test results and representative of the material supplied to WVDOT, on consecutive random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sub-lots). A sub-lot shall consist of the quantity of material represented by a single gradation test. When only one sample is taken to represent the total quantity, the sub-lot and lot will be considered the same. Frequency of sampling and testing shall be per the Vendor's quality control plan outlined in MP 700.00.51 Guide for Quality Control and Acceptance Plans for Purchase Order Contracts for Stone and Aggregate, as amended. Vendor shall provide gradation test results to the Agency within 72 hours.

**3.2.3.1 Sampling Testing & Evaluation:** As per Standard Spec 704, the Agency reserves the right to have materials sampled, tested, and evaluated. If material fails to comply with WVDOT quality requirements, the Agency, at its own discretion, shall notify Vendor that the nonconforming material will not be accepted and shall be removed and replaced at Vendor's expense, or at the option of the ordering Agency, material may be left in place with reduced payment.

At the discretion of the Agency, material failing to comply with the quality requirements will not be accepted. Acceptance for gradation shall be based on test results, provided, and certified by Vendor to be true test results and representative of the material supplied to WVDOT, on consecutive random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sub-lots). A sub-lot shall consist of the quantity of material represented by a single gradation test. In the case where only one sample is taken to represent the total quantity, the sub-lot

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and lot will be considered the same. Frequency of sampling and testing shall be per the Vendor's quality control plan outlined in MP 700.00.51, Guide for Quality Control and Acceptance Plans for Purchase Order Contracts for Stone and Aggregate, as amended. Vendor shall provide the gradation test results to the WVDOT within 72 hours.

Gradation test results shall be averaged per MP 300.00.51, Procedural Guidelines for Maintaining Control Charts for Aggregate Gradations, as amended. When the average falls outside the applicable limits, the entire lot of material represented thereby will be considered non-conforming to the extent that the last of its sub-lots is non-conforming. When a lot of material is nonconforming, then the last sub-lot contained therein shall have its degree of non-conformance determined as set forth below.

**3.2.3.2 Non-Conformance Price Adjustment:** When a sub-lot of material is to have its price adjusted, the percentage point difference between the non-conforming test value and the specification limit shall be determined for each sieve size determined to be non-conforming, and this value shall be multiplied by its appropriate multiplication factor as set forth in Table 1. The total measure of non-conformance of an individual sub-lot is the sum of all non-conformances on the 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 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 1

<b>Non-Conforming Sieve Size</b>	<b>Multiplication Factor</b>
Plus #40	1
#40	1.5
#50	1.5
#100	2.0 (1.3 for Abrasives & Cinders)
#20	2.5
½"	1
3/8"	1

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Table 2

Degree of Non-Conformance	Percent Of Contract Price to Be Reduced
1.0 TO 3.0	2
3.1 TO 5.0	4
5.1 TO 8.0	7
8.1 TO 12.0	11
Greater than 12	*

\*WVDOT will make a special evaluation of the material and determine action.

**3.2.3.3 Non-Conforming Sub-Lots:** If the Vendor delivers a specific quantity of material from a stockpile, and said quantity is less than the total quantity contained in the stockpile, and it has been determined from this certified test data that a non-conforming sub-lot(s) is contained in said stockpile, the price reduction shall be calculated for the specific quantity as follows:

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

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

$$TD \left( 1 - \frac{PQn}{100Qt} \right) = AP \text{ (price to be paid after adjustment)}$$

WHERE: T = tonnage delivered  
P = percent price reduction  
D = cost per ton  
Qn = quantity of non-conforming sub-lot(s)

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Qt = quantity of total stockpile  
AP = adjusted payment

Simplified Equation:

$$PF = \frac{Qn}{Qt}$$

$$TD - ((T \times PF \times D) \times (P)) = AP$$

WHERE: T = tonnage delivered  
P = percent price reduction  
D = cost per ton  
PF = percent failing material  
AP = adjusted payment

Example:

Step 1:

$$(15 \times 20) - ((15 \times 0.10 \times 20) \times (0.04)) = AP$$

Step 2:

$$(300) - ((30) \times (0.04)) = AP$$

Step 3:

$$(300) - (1.2) = AP = 298.8$$

When two or more sub-lots within a stockpile are non-conforming, calculate the adjusted payment (AP) for each sub-lot individually. To determine the final price, sum the adjusted payments for all non-conforming sub-lots and subtract the base price (TD) multiplied by the total number of non-conforming sub-lots minus one.

**EXAMPLE:**

$(AP1 + AP2 + AP3 \dots) - (n-1)TD =$  Final price to be paid after adjustments

WHERE: n = total number of nonconforming sublots

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

- 3.2.4 Continuous Stockpile:** In the event material is delivered from a continuous stockpile, that is, a stockpile which is continuously being replenished while also having material removed for these applications, certification shall be based on the shipment samples.
- 3.2.5 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 Agency, and the weights of such materials shipped shall be certified, by Vendor or its 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.
- 3.2.6 Emergency Request:** Emergency requests, as ordered by a WVDOT District Engineer or their designee, is work that shall be initiated within twenty-four (24) hours from when the order is received by the vendor. The determination of emergency work will be in accordance with Section 2.8 of this Solicitation and prominently noted on an ADO. Designated emergency requests will be paid at 1.50 times the vendors bid price.

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. This is a multiple vendor award contract. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.
- 4.1.1 Determining Low Bid Per Project:** To determine the low bid vendor for individual projects, the WVDOT District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects. A written ADO will be issued to the Vendor with the lowest overall total cost. The Vendor shall factor delivery FOB. to delivery location designated on the Pricing Pages into their bid price; no separate delivery charge will be permitted. If the low bid vendor is unavailable to accept the work, or the low bid vendor is already performing work for DOH and there is more work than one vendor alone can accomplish within the time frame required, another vendor may be offered work per the process established in Section 6.1.

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WVDOT reserves the right to request any one or combination of Contract Items for which bids are awarded at the lowest overall total as set forth in this section.

- 4.2 Pricing Pages, Attachment A (ATT A):** Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed which they offer. The Pricing Pages are broken down into tabs for WVDOT by Districts and the WV Adjutant General's Office/WV Army Reserve National Guard within the ATT A spreadsheet. Vendor may bid on any or all Contract Items and any or all locations listed. Vendor shall factor into their bid prices any related overhead expenses, equipment, materials, and delivery to established location when calculating their bid price for each Contract Item. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

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

- 4.2.1** Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: [John.W.Estep@wv.gov](mailto:John.W.Estep@wv.gov)
- 4.2.2** Changing a column or row description, Contract Item description, unit of measure, or estimated quantities on the **Pricing Pages, Attachment A (ATT A)**, shall result in the disqualification of Contract Item bid on the altered line.
- 4.2.3** Vendor shall supply its pricing with corresponding plant source and storage site information for all Items bid on the **Source Information Form, Attachment B (ATT B)**.
- 4.2.4** Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2, may result in the disqualification of Vendor's bid in its entirety.
- 4.2.5** Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

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**4.3 Source Information Form, Attachment B (ATT B),** provides material source details and is required prior to award. Failure to provide ATT B will result in the disqualification of the entire bid. ATT B shall provide details as requested for each plant sourced with plant name details to correlate with pricing bid on ATT A. Vendor may list multiple source and storage sites on ATT B. The Vendor's ATT B shall exclude no locations pertinent to its Contract Items bid.

Vendor shall supply the plant name and its most recent 911 address/physical street address, city, and state, for Plant Location(s) on ATT B.

**4.4 Contract Award Transition:** Upon the award of this contract, WVDOT will announce the effective start date. Any order issued under the previous contract will remain in effect and shall not be cancelled without mutual written agreement between the issuing agency and the vendor.

**4.5 Cooperative Contracting:** The purchase prices on all Contract Items herein, available for the WVDOT, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

**4.6 Price Adjustment of Fuel Oil #2 (Diesel Fuel):** Due to the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract, adjustment in compensation for applicable items shall be per Standard Specs 109.9, as amended, with the exception that Factor "C" in the Price Adjustment for Fuel formula is to be broken down by component, as shown in Figure 4.6A below.

The Price Adjustment for Fuel formula to be utilized for this contract is:

$$Pa = [(Mbp \div Cbp) - 1.00] \times Cbp \times C \times Q$$

Where: Pa = Price Adjustment  
Mbp = Monthly base price at time of placement  
Cbp = Contract Base Price at time of bidding\*  
C = Cost Adjustment Factors per Unit, as per Figure 4.6A  
Q = 'As Constructed' Quantity

**FIGURE 4.6A**

Description	Factor	Unit	Applicable Item
Aggregate Production, Haul & Placement	0.62	Tons	All Contract Items

The bidding index will be listed on the Contract Administration website for Fuel, Asphalt and Cement Prices Adjustments listed for June 2026. Contract Base Price at time of bid will be based on June 2026.

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<https://transportation.wv.gov/highways/contractadmin/Lettings/Pages/FuelandAsphaltPrices.aspx>

**5. ORDERING, INVOICING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment addresses with WVDOT and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

**5.2 Agency Delivery Order (“ADO”):** District personnel must issue an ADO from wvOASIS for specific quantities of materials based on each project’s requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in wvOASIS and approved to “Final” prior to placing the order with the Vendor. The District is responsible for creating the ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax. **Verbal communication with the Vendor is not considered an official order.** In the event the Vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.

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

**5.3 Invoicing:** Invoices submitted to WVDOT For payment should contain the following information:

- Vendor’s name and payment remit-to address, as they appear in Vendor’s wvOASIS account.
- The corresponding order’s ADO number.
- The ordering Agency’s delivery site
- The Contract Item description, unit price, quantity, and extended total.
- The date(s) Contract Items were delivered.

**5.4 Payment:** Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds

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Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website ([wvsao.gov](http://wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at WVDOT's discretion.

**6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:**

**6.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOT ADO, the Vendor shall advise the WVDOT in writing within three (3) calendar days of their acceptance or refusal of the ADO. As verification of receipt, **Vendor must provide written acknowledgement of any ADOs and any Revisions/Modifications thereto sent by WVDOT.** Failure to provide the WVDOT with written acknowledgement of any ADOs/Revisions within three (3) days of the Order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOT at its own discretion shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.

**6.2 Delivery Time:** Vendor shall promptly commence and complete standard orders within five (5) working days after orders are received. If for any reason the Vendor anticipates delay or failure for any reason to commence its delivery/provision of 100% of the ordered Contract Items, Vendor shall provide, in writing, to the ordering Agency the reason for its failure no later than three (3) business days prior to the Agency Delivery Order/Release Order date, and no later than 4:00pm.

Vendor shall deliver emergency orders within 24 hours of the order date, or per the agreed upon timeframe established by the Agency and the Vendor.

Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. No Vendor is authorized to ship project related goods or begin work/services, nor is the WVDOT authorized to receive materials, prior to the issuance of an ADO.

**6.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from another awarded vendor or proceed with an Emergency Purchase from the open market.

The Agency placing the ADO under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the scheduled start date**

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from the Agency's order. Any failure to notify, acknowledge receipt of WVDOT's written ADOs/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOT scheduled due dates, or failure to provide Contract Items in compliance with the quality requirements of this contract, may be determined by the WVDOT at its sole discretion as harmful to the Agency and as such, shall result in WVDOT's cancellation of the ADO and application of Liquidated Damages.

Any Agency seeking to obtain items from the open market under this provision must first obtain approval of the West Virginia Purchasing Division.

**6.3.1 Liquidated Damages:** If the Vendor's work completion or corrections of deficient work exceeds the ADO completion due date or timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by Vendor as an itemized invoice credit for the corresponding ADO. The WVDOT shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOT's specified ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

**Table 108.7.1**  
**Schedule of Liquidated Damages**

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

**6.3.2 Force Majeure:** It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.

**6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the

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Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

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

**6.5 Return of Unacceptable Items:** The decision of the WVDOT District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

**7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**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.

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- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 **Vendor Name Change:** It is the Vendor's responsibility to notify the WVDOT of name changes or acquisition by another company during the term of the contract. The WVDOT must be notified in writing of the change/acquisition and intention for the contract's ownership within 10 days of the change. **Failure to do so may result in payment delays.**
- 8.4 **Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

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**8.5 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

**Contract Manager:** Frank W. Lusher  
**Telephone Number:** 304-544-0183  
**Fax Number:** \_\_\_\_\_  
**Email Address:** lusher236@hotmail.com

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