



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

Proc Folder: 1436225		Reason for Modification:	
Doc Description: Stone & Agg Material & Delivery to Non-Established Locations		Addendum 1	
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-06-12	2024-06-25 14:30	ARFQ 0803 DOT2400000099	2

BID RECEIVING LOCATION

PROCUREMENT DIVISION
DIVISION OF HIGHWAYS
BLDG 6 RM 340A
1900 KANAWHA BLVD E
CHARLESTON WV 25305
US

JUN 24 '24 PM 12:07
REC'D BUDGET - PROCURE

VENDOR

Vendor Customer Code: 000000203219
Vendor Name : Lusher Trucking Co., Inc.
Address : 70 Davis Branch Road
Street : 70 Davis Branch Road
City : Prichard
State : WV **Country :** United States **Zip :** 25555
Principal Contact : Frank W. Lusher
Vendor Contact Phone: 304-486-5195 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
304-414-6859
dusty.j.smith@wv.gov

**Vendor
Signature X**

FEIN# 55-0577610

DATE 6/24/24

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



[Faint, illegible handwritten text]



**State of West Virginia
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BID RECEIVING LOCATION

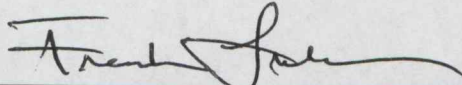
PROCUREMENT DIVISION
 DIVISION OF HIGHWAYS
 BLDG 6 RM 340A
 1900 KANAWHA BLVD E
 CHARLESTON WV 25305
 US

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FOR INFORMATION CONTACT THE BUYER
 Dusty J Smith
 304-414-6859
 dusty.j.smith@wv.gov

Vendor Signature X  **FEIN#** 55-0577610 **DATE** 6/24/24

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION- PROCUREMENT DIVISION - THIS IS AN AGENCY OPEN ENDED CONTRACT FOR Stone & Agg Material & Delivery to Non-Established Locations PER THE ATTACHED DOCUMENTS. QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO dotprocurementtechques@wv.gov PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*****NOTICE*****
WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY
- * FAX 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION

THE- COMPLETE SOLICITATION-PRICING PAGES-SIGN THE PAGES THAT NEED SIGNED PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
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

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Fine 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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	#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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
41	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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
42	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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
43	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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
44	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 WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
45	Imbricated Stone -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
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
46	Spreading Surcharge/Tailgating	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

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

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
47	Haul, First Ton-Mile (Contract Items 1-41)	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78121601			

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

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
48	Haul, Additional Ton-Mile (Contract Items 1-41)	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78121601			

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

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
49	Haul, First Ton-Mile (Contract Items 42-45)	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78121601			

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

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
50	Haul, Additional Ton-Mile (Contract Items 42-45)	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78121601			

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	Technical Questions due by 10am	2024-06-10

SOLICITATION NUMBER: ARFQ DOT240000099

Addendum Number: 1

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

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

ADDENDUM 1 IS ISSUED FOR THE FOLLOWING REASONS:

1. Modifying the Bid opening from 6/18/24 to 8/25/24
- 2.. Attachment of the responses to questions.

NO OTHER CHANGES

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Solicitation Number ARFQ DOT24*99,
Responses to Questions from Vendors

Question 1

I feel 2 weeks allowance to prepare and submit these important bids is just not a lot of time, so I would respectfully ask for possibly a 2 week extension for submitting these bids, maybe @ July 2nd? (I would even appreciate an additional week if the 2 week request is too long in your opinion).

Answer 1

The revised bid closing dates for the Stone & Aggregate solicitations are as follows:

6/25/24: ARFQ DOT24*99: Stone & Aggregate, Delivery to Non-Established Locations

There will be no further changes to the bid closing dates as the Q&A period has expired.

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

Frank Lusher President
(Printed Name and Title)
70 DAVIS BLANCH ROAD, PRICHARD WV 25555
(Address)
304-486-5195
(Phone Number) / (Fax Number)
lusher236@hotmail.com
(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that 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.

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

(Company)

Frank Lusher

(Signature of Authorized Representative)

Frank Lusher President

(Printed Name and Title of Authorized Representative)

6-15-2024

(Date)

304-486-5195

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT2400000099

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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

Addendum Numbers Received:

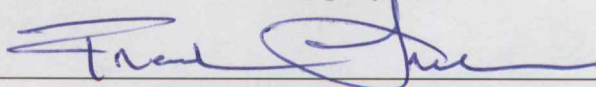
(Check the box next to each addendum received)

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

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

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

Company



Authorized Signature

6-15-2024

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

REQUEST FOR QUOTATION
Stone & Aggregate, Delivery to Non-Established Locations

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract for various sizes and types of Stone, Aggregate, Cinders and slag with hauling and delivery by the Vendor, FOB to the Agency's **Non-Established Location** project sites throughout the state of West Virginia.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“ADO” and “Agency Delivery Order”** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.

 - 2.2 **“AASHTO”** - The American Association of State Highway and Transportation Officials is a standard setting body which publishes specifications, test protocols, and guidelines that are used in highway design and construction throughout the United States; www.transportation.org.

 - 2.3 **“Contract Item(s)”** – Means the list of items available for Vendor to provide pricing as identified in Section 3.2 of this Solicitation and referenced throughout.

 - 2.4 **“Contractor” or “Vendor”** - Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

 - 2.5 **“Emergency Request”** – Orders requiring to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a representative of the WVDOH.

 - 2.6 **“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.

 - 2.7 **“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

REQUEST FOR QUOTATION
Stone & Aggregate, Delivery to Non-Established Locations

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 6.4.1 of these Specifications.

- 2.8** “MP” and/or “MCS&T” - Means the Materials Procedures as administered by the WVDOH Materials Control, Soil and Testing Division who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system.
<https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>
- 2.9** “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.
- 2.10** “Solicitation” - The official notice of an opportunity to supply the State with goods or services.
- 2.11** “Standard Specs” - Used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.12** “WVDOH” or “Agency” - Interchangeable terms for the West Virginia Division of Highways.

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.

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.

REQUEST FOR QUOTATION
Stone & Aggregate, Delivery to Non-Established Locations

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

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

3.2.1.1 Fine Aggregate must adhere to Standard Spec 702. Fine Aggregate on the Pricing Pages, ATT A, shall be for Portland Cement Concrete or mortar sand. The type shall be specified by the Agency on the ADO.

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

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

3.2.1.3 Crushed Stone must adhere to Standard Spec 703.1.

3.2.1.4 Rip Rap must adhere to Standard Spec 704.2.

3.2.1.5 Stone For Gabions must adhere to Standard Spec 704.3.

3.2.1.6 Shot Rock must adhere to Standard Spec 704.8.

3.2.1.7 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.

REQUEST FOR QUOTATION
Stone & Aggregate, Delivery to Non-Established Locations

A. Quality

- 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

3.2.1.7.1 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

REQUEST FOR QUOTATION
Stone & Aggregate, Delivery to Non-Established Locations

3.2.1.8 Aggregate For Base and Sub-Base must adhere to Standard Spec 704.6. Aggregate for base and sub-base on ATT A are identified by Class. Aggregate for Base/Subbase course, material shall consist of gravel, crushed gravel, crushed stone, crushed slag, or any combination of these materials uniformly blended to conform to 704.6.2, with exception: Los Angeles abrasion is not required for blast furnace slag. Natural or manufactured sand may be used as a component of the blend. Crushed slag shall adhere to 703.3 with exception. When gravel is to be used in stabilized (treated) base or subbase construction, it need not be crushed. When used in an unstabilized base or subbase construction, the gravel shall be crushed as specified. When Vendor elects to blend materials, each component of the blend shall meet 704.6.2. Blade or road mixing will not be allowed. When shoulders are specified, natural sand may not be used as a shoulder component.

Vendor shall adhere to Standard 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 Contractor's expense, or, at the option of the Engineer, may be left in place with reduced payment.

3.2.1.9 #8 Modified and #9 Modified must adhere to Standard Spec 703.3. In addition to meeting the gradation requirements of AASHTO #8 and #9 aggregate in table 703.4, Modified AASHTO #8 and Modified AASHTO #9 aggregate shall have a maximum of 2% passing the #200 sieve, when sampled at the source (the Vendor's last point of possession), prior to shipment, as determined by AASHTO T-11 and T-27. The aggregates shall be crushed with a minimum of 80% two face fracture. Modified AASHTO #8 and 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

REQUEST FOR QUOTATION
Stone & Aggregate, Delivery to Non-Established Locations

- AASHTO #9 Modified

3.2.1.10 #11 Limestone for SRIC must adhere to Standard Spec 703.1.

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:

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

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

3.2.1.12 Steel Slag for SRIC must adhere to Standard Spec 703.3.

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:

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

3.2.1.13 Imbricated Stone/Rock shall meet Standard Spec 704.5 Special Rock Fill, as amended. Size shall be a minimum

REQUEST FOR QUOTATION
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of 36 inches with a maximum of 72 inches. Imbricated Stone/Rock shall have two flat surfaces that may be used in a stackable manner. Imbricated Stone/Rock may be used in conjunction with Standard Specs 218.3 and 218.4, as amended.

3.2.2 Material Haul: The Agency expects that the Vendor shall source from the source nearest the Agency's project site delivery location. The Agency, at its own discretion, will decide the route to be taken due to bridge and/or other road restrictions utilizing "Google Maps" or a similar source. Haul shall be one way and measured per ton-mile from Vendor's nearest source plant to the WVDOH project site.

3.2.3 Spreading Surcharge / Tailgating shall be provided by the Vendor upon WVDOH's request at the time of delivery. The vendor shall provide basic aggregate spreading at the WVDOH project site in the location specified by the WVDOH District Engineer or their designee. The spread rate is controlled by the gate opening and truck speed. Spreading Surcharge /Tailgating shall be charged per ton.

3.2.4 Sampling And Testing for quality of all items furnished in this contract will be the responsibility of WVDOH. Minimum frequency of sampling and testing for quality on all materials (other than those sources already covered by the WVDOH's "commercial source" approval) will be at least one sample every six (6) days of shipment (or if tested during production, at least one sample every six (6) days of production). All samples taken by Vendor shall be by a Certified Aggregate Sampler or Certified Aggregate Inspector. Tests shall be performed by a Certified Aggregate Inspector. Other minimum frequencies shall be:

Property	Frequency
Gradation Delivered Material	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	(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.
	(A-2 Source) One sample per 250 tons shipped and a minimum of one per week shipment.
Moisture Content	See 3.2.4.2.

REQUEST FOR QUOTATION
Stone & Aggregate, Delivery to Non-Established Locations

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

3.2.4.2 In the event visual inspection of the aggregate indicates excess or unusual moisture beyond what is normally expected in the aggregate, the WVDOH 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 WVDOH per MP 700.00.22. Abrasives and Steel Slag Items will be considered fine aggregate as outlined in MP 700.00.22.

3.2.5 Acceptance Plan: Per Standard Spec 703, 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 WVDOH, on consecutive random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sub-lots). A sub-lot shall consist of the quantity of material represented by a single gradation test. 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.

3.2.5.1 Sampling Testing & Evaluation: As per Standard Spec 704, the Agency reserves the right to have materials sampled, tested, and evaluated material deliveries. If material fails to comply with WVDOH quality requirements, the Agency, at its own discretion, shall notify Vendor that the nonconforming material will not be accepted and shall be removed and replaced at Vendor's expense, or at the option of the ordering Agency, 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 WVDOH, on consecutive random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sub-lots). A sub-lot shall consist of the quantity of material represented by a single gradation test. In the case where only one sample is taken to represent the total quantity, the sub-lot and lot

REQUEST FOR QUOTATION
Stone & Aggregate, Delivery to Non-Established Locations

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

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

3.2.5.2 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

Non-Conforming Sieve Size	Multiplication Factor
Plus #40	1
#40	1.5
#50	1.5
#100	2.0 (1.3 for Abrasives & Cinders)
#20	2.5
1/2"	1
3/8"	1

REQUEST FOR QUOTATION
Stone & Aggregate, Delivery to Non-Established Locations

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	*

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

3.2.5.3 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.

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

WHERE

- T = tonnage delivered
- P = percent price reduction
- D = cost per ton
- Q_n = quantity of non-conforming sub-lot(s)
- Q_t = quantity of total stockpile
- AP = adjusted payment

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If two sub-lots are non-conforming within the stockpile, calculate each separately for the adjusted payment on the quantity delivered (as above). Add these two adjusted payments together and subtract from the total the price to be paid before adjustment for tonnage delivered (TD). If three sub-lots are non-conforming, calculate each separately and subtract twice the price to be paid before adjustment for tonnage delivered, and so on.

EXAMPLE:

$(AP1 + AP2) - TD =$ Final price to be paid after adjustments

OR

$(AP1 + AP2 + AP3) - 2 TD =$ Final price to be paid after adjustments

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

- 3.2.6 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.
- 3.2.7 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.
- 3.2.8 Emergency Requests:** Emergency requests as ordered by WVDOH District Engineer, or their designee are orders which shall be initiated within 24 hours from when the order is received by the Vendor, therefore a rushed response with goods or service delivery is required. The determination of emergency work will be in accordance with Section 2.5 of this Solicitation and prominently noted on ADO. Designated emergency requests will be paid at 1.50 times the Vendors bid price. To facilitate payment, the Agency should include the word "Emergency" order on its ADO to denote its calculation of pricing at the emergency rate.

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

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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 WVDOH 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. 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.

WVDOH 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 WVDOH within the ATT A spreadsheet by District, then County and delivery location. Vendor may bid on any or all Contract Items and 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: DOTProcurement@wv.gov.

4.2.2 Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2, shall result in the disqualification Vendor’s bid in its entirety.

4.2.3 Vendor shall supply its pricing with corresponding plant source and storage site information for all Items bid.

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4.2.4 Changing a column or row description, Contract Item description, unit of measure, on the **Pricing Pages, Attachment A (ATT A)**, shall result in disqualification of the Contract Item bid on the altered line.

4.2.5 Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award. **Failure to submit ATT A with bid submission will result in the disqualification of the Vendors entire bid.**

4.3 **Contract Award Transition:** Upon award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any order issued prior to the award of the contract shall remain in effect and should not be cancelled until that order is filled; however, after 10 working days of the Districts and Vendors notice, any order that has not been completely filled by the Vendors shall NOT be completed and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that order only. No orders from prior contracts should be held open by the Districts or Vendors longer than 10 working days after the effective date of use is announced for the new contract.

4.4 **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 Spec 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 4.4A 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 4.4A
Q = 'As Constructed' Quantity

FIGURE 4.4A

Description	Factor	Unit	Applicable Item
Aggregate Production	0.49	Tons	Contract Items 1 - 45
Aggregate Haul	0.020	Ton Miles	Contract Items 47 - 50
Aggregate Placement	0.03	Tons	Contract Item 46

REQUEST FOR QUOTATION
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The bidding index will be listed on the Contract Administration website for Fuel, Asphalt and Cement Prices Adjustments listed for June 2024. Contract Base Price at time of bid will be based on June 2024.

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

5. ORDERING AND PAYMENT:

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

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 OASIS and is required to submit the approved order, in writing, directly to the vendor via mail, email or fax. **Verbal communication with the Vendor is not considered an official order.** In the event the Vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from 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 Payment: Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia’s Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor’s Office. The Vendor may visit the WV State Auditor’s website (wvsa.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH’s discretion.

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6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

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

6.2 Negotiation of Dates: The WVDOH shall have the option to negotiate with the Vendor, the project's tentative start and end dates. **Project work shall be continuous to completion unless otherwise approved in writing by the WVDOH District Engineer or their designee.**

6.3 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 WVDOH authorized to receive materials, prior to the issuance of an ADO.

6.4 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 noted on the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written ADOs/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined

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by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH'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 WVDOH Budget & Procurement Division.

6.4.1 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 the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOH's specified ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

**Table 108.7.1
Schedule of Liquidated Damages**

Original Contract Amount		Daily Charges Per 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

6.4.2 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.

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

REQUEST FOR QUOTATION
Stone & Aggregate, Delivery to Non-Established Locations

the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. 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 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. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

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

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- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: FRANK LUSHER
Telephone Number: 304-486-5195
Fax Number: 304-486-9060
Email Address: lusher236@hotmail.com

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

THE UNIVERSITY OF CHICAGO
LIBRARY

**Stone Aggregate Delivery to Non-Established Locations
Attachment A (ATT A) Pricing Pages**

VENDOR INSTRUCTIONS: Vendor shall provide their Source Plant address, Storage Location Address, and bid pricing for the contract item listed below. Vendor may bid any or all contract items. **Failure to provide source information and storage location information will result in the disqualification of the entire bid.** This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the Contract Specifications. Estimated quantities are not available.

VENDOR NAME:

Lusher Trucking Co Inc

***Source Location Address(es):**

10694 State Rt 2

Required

Olive Hill KY 41164

***Storage Location Address(es):**

10694 State Rt 2

**Required (if different from*

Olive Hill KY 41164

Source Location address)

Contract Item	Description	Composition*	Unit of Measure	Bid Price
1	Class 1 Aggregate	Limestone Only	Tons	12.25
2	Class 1 Aggregate	LSGS	Tons	
3	Class 1 Aggregate	Slag	Tons	
4	Class 2 Aggregate	Limestone Only	Tons	11.95
5	Class 2 Aggregate	LSGS	Tons	
6	Class 2 Aggregate	Slag	Tons	
7	Class 10 Aggregate	LSGS	Tons	
8	AASHTO #1 Aggregate	Limestone Only	Tons	12.25
9	AASHTO #1 Aggregate	LSGS	Tons	
10	AASHTO #3 Aggregate	Limestone Only	Tons	12.25
11	AASHTO #3 Aggregate	LSGS	Tons	
12	AASHTO #4 Aggregate	LSGS	Tons	12.25
13	AASHTO #467 Aggregate	LSGS	Tons	
14	AASHTO #57 Aggregate	Limestone Only	Tons	14.25
15	AASHTO #57 Aggregate	LSGS	Tons	
16	AASHTO #67 Aggregate	Limestone Only	Tons	18.95
17	AASHTO #67 Aggregate	LSGS	Tons	
18	AASHTO #7 Aggregate	Limestone Only	Tons	20.25
19	AASHTO #7 Aggregate	LSGS	Tons	
20	AASHTO #8 Aggregate	Limestone Only	Tons	20.25
21	AASHTO #8 Aggregate	LSGS	Tons	
22	AASHTO #8 MODIFIED	Limestone Only	Tons	20.25
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	Stone for Gabions	Limestone Only	Tons	13.25
29	Stone for Gabions	LSGS	Tons	

Stone Aggregate Delivery to Non-Established Locations
Attachment A (ATT A) Pricing Pages

VENDOR NAME:

Lusher Trucking Co Inc

***Source Location Address(es):**

10694 State Rt 2

Required

Olive Hill KY 41164

***Storage Location Address(es):**

10694 State Rt 2

**Required (if different from
Source Location address)*

Olive Hill KY 41164

Contract Item	Description	Composition*	Unit of Measure	Bid Price
30	Fine Aggregate	LSGS	Tons	
31	Limestone Standard Abrasives	Limestone Only	Tons	6.25
32	Limestone Standard Abrasives	LSGS	Tons	
33	Sandstone Standard Abrasives	LSGS	Tons	
34	Steel Slag for SRIC	Slag	Tons	
35	Limestone MODIFIED Abrasives	Limestone Only	Tons	6.25
36	Limestone MODIFIED Abrasives	LSGS	Tons	
37	Sandstone MODIFIED Abrasives	LSGS	Tons	
38	Cinders	Cinders	Tons	
39	Pea Gravel	LSGS	Tons	
40	#11 Limestone Abrasives	LSGS	Tons	11.55
41	Quarry Waste	LSGS	Tons	15.55
42	Rip Rap	LSGS	Tons	15.55
43	Shot Rock	Limestone Only	Tons	15.55
44	Shot Rock	LSGS	Tons	15.55
45	Imbricated Stone	LSGS	Tons	16.55
46	Spreading Surcharge/Tailgating		Tons	2.25
47	Haul, First Ton-Mile (Contract Items 1-41)		Mile	1.85
48	Haul, Additional Ton-Mile (Contract Items 1-41)		Mile	0.24
49	Haul, First Ton-Mile (Contract Items 42-45)		Mile	2.25
50	Haul, Additional Ton-Mile (Contract Items 42-45)		Mile	0.35

*LSGS: Limestone, Sandstone, Gravel or Sand.

CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)

06/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	CPS7943169	02/18/2024	02/18/2025	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	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED AUTO	CT1027112611	02/18/2024	02/18/2025	COMBINED SINGLE LIMIT	\$1,000,000	
					BODILY INJURY (per person)		
					BODILY INJURY (per accident)		
					PROPERTY DAMAGE		
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS AUTO LIAB <input type="checkbox"/> CLAIMS MADE					EACH OCCURRENCE	
	WORKERS COMPENSATION EMPLOYERS' LIABILITY ANY PROPRIETER/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS	OTH-ER
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					EL EACH ACCIDENT	
						EL DISEASE - EACH EMP	
						EL DISEASE - POLICY LIMIT	
						AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY	
						EACH ACCIDENT	
						AGGREGATE	
A	Cargo	CT1027112611	02/18/2024	02/18/2025	Limit: \$100,000 Deductible: \$1,000		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS FOR VEHICLES ON SCHEDULE WITH INSURING COMPANIES

CERTIFICATE HOLDER

State of West Virginia
 1900 Kanawha Blvd. E Building 5
 Charleston, WV 25305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

~~RFQ~~ 0803 DOT 24 0000099

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

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

Authorized Signature: *Frank W. Jones* Date: 6/24/24

State of West Virginia

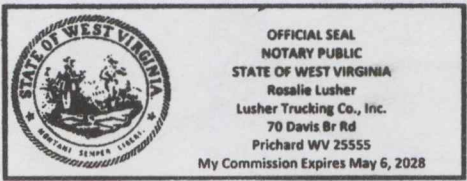
County of Wayne, to-wit:

Taken, subscribed, and sworn to before me this 24~~th~~ day of June, 2024.

My Commission expires May 6, 2028.

AFFIX SEAL HERE

NOTARY PUBLIC *Rosalie Lusher*



West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

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

Name of Authorized Agent: Frank W. Lusher Address: 70 Davis Branch Road

Contract Number: 304-486-5195 Contract Description: Stone to nonestablished
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.

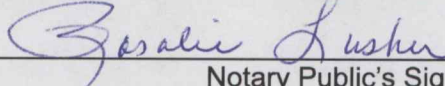
Signature:  Date Signed: 6/24/24

Notary Verification

State of West Virginia, County of Wayne:

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

Taken, sworn to and subscribed before me this 24th day of June, 2024.


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

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.

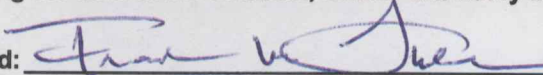
- Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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: 6/24/24

Title: President

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

