

SEALED BID. STONE & AGG MATERIAL& Delivery to Non-Established Locations

BUYER: Jeromie Lanham

Solicitation No.: ARFQ 0803 DOT 2600000094

Bid Opening Date: 6/24/2026

Bid Opening Time: 10:30 AM EST

FAX Number: 304-558-0047

JUN 23 '26 PM12:03
REC'D BUDGET - PROCURE



State of West Virginia
Agency Request for Quote
Highways

Proc Folder: 1981138

Doc Description: Stone & Agg Material & Delivery to Non-Established Locations

Reason for Modification:

Proc Type: Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2026-05-29	2026-06-24 10:30	ARFQ 0803 DOT2600000094	1

BID RECEIVING LOCATION

PROCUREMENT DIVISION
DIVISION OF HIGHWAYS
BLDG 6 RM 340A
1900 KANAWHA BLVD 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 : WV

Country :United States

Zip : 25555

Principal Contact : Frank W. Lusher

Vendor Contact Phone: 304-544-0183

Extension:

FOR INFORMATION CONTACT THE BUYER

Jeromie F Lanham
304-720-7383
jeromie.f.lanham@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

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - PROCUREMENT DIVISION - SOLICITATION OF AN OPEN-END CONTRACT OF STONE & AGGREGATE MATERIAL AND DELIVERY TO NON-ESTABLISHED LOCATIONS FOR STATEWIDE USE 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 OF THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY
- * FAX TO 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 NEED TO BE REGISTERED WITH WV STATE
PURCHASING DIVISION, 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

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

VENDOR INSTRUCTIONS: Vendor shall provide their Source Plant address and bid pricing for the Contract Item listed below. **Failure to provide Source Plant locations will result in the disqualification of the entire bid.** If Vendor needs additional space to list their plants, please use the Supplemental to ATT A. This is a multiple vendor award contract. Vendor may bid any or all Contract Items. 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. No future use of this Contract is guaranteed or implied. Estimated quantities are not available.

VENDOR NAME: Lusher Trucking Co Inc

Source Plant Names & Addresses:

(Please provide a negative (-) with the longitudes.)

NOTE: Use Supplemental attachment if additional space is needed.

Name:	Buffalo Valley Resources LLC	Latitude:	38.24395
Address:	10694 State RT 2 Olive Hill Ky 41164	Longitude:	-83.084711
Name:	Hanson Aggregates	Latitude:	
Address:	140 State Rt 9 Grayson Ky 41143	Longitude:	
Name:	Mountain Materials Inc	Latitude:	
Address:	State Rt 2 Olive Hill Ky 41164	Longitude:	
Name:		Latitude:	
Address:		Longitude:	
Name:		Latitude:	
Address:		Longitude:	
Name:		Latitude:	
Address:		Longitude:	
Name:		Latitude:	
Address:		Longitude:	

Contract Item	Description	Composition*	Unit of Measure	Bid Price
1	Class 1 Aggregate	Limestone Only	Tons	\$13.00
2	Class 1 Aggregate	LSGS	Tons	
3	Class 1 Aggregate	Slag	Tons	
4	Class 2 Aggregate	Limestone Only	Tons	\$13.00
5	Class 2 Aggregate	LSGS	Tons	
6	Class 2 Aggregate	Slag	Tons	
7	Class 10 Aggregate	LSGS	Tons	\$13.00
8	AASHTO #1 Aggregate	Limestone Only	Tons	\$13.50
9	AASHTO #1 Aggregate	LSGS	Tons	
10	AASHTO #3 Aggregate	Limestone Only	Tons	\$13.50
11	AASHTO #3 Aggregate	LSGS	Tons	
12	AASHTO #4 Aggregate	LSGS	Tons	\$13.50
13	AASHTO #467 Aggregate	LSGS	Tons	\$13.50
14	AASHTO #57 Aggregate	Limestone Only	Tons	\$16.00
15	AASHTO #57 Aggregate	LSGS	Tons	
16	AASHTO #67 Aggregate	Limestone Only	Tons	\$20.00
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	\$21.00
21	AASHTO #8 Aggregate	LSGS	Tons	
22	AASHTO #8 MODIFIED	Limestone Only	Tons	\$22.00
23	AASHTO #8 MODIFIED	LSGS	Tons	

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

VENDOR NAME: Lusher Trucking Co Inc

Source Plant Names & Addresses:

(Please provide a negative (-) with the longitudes.)

NOTE: Use Supplemental attachment if additional space is needed.

Name:	Buffalo Valley Resources LLC	Latitude:	38.24395
Address:	10694 State RT 2 Olive Hill Ky 41164	Longitude:	-83.084711
Name:	Hanson Aggregates	Latitude:	
Address:	140 State Rt 9 Grayson Ky 41143	Longitude:	
Name:	Mountain Materials Inc	Latitude:	
Address:	State Rt 2 Olive Hill Ky 41164	Longitude:	
Name:		Latitude:	
Address:		Longitude:	
Name:		Latitude:	
Address:		Longitude:	
Name:		Latitude:	
Address:		Longitude:	
Name:		Latitude:	
Address:		Longitude:	

Contract Item	Description	Composition*	Unit of Measure	Bid Price
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	\$12.00
29	Stone for Gabions	Limestone Only	Tons	\$14.50
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	\$6.00
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	\$6.00
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	\$12.50
43	Quarry Waste	LSGS	Tons	\$19.00
44	Rip Rap	LSGS	Tons	\$20.00
45	Shot Rock	Limestone Only	Tons	\$20.00
46	Shot Rock	LSGS	Tons	\$20.00
47	Imbricated Stone	LSGS	Tons	\$30.00
48	Spreading Surcharge/Tailgating		Tons	\$2.00
49	Haul, First Ton-Mile (Contract Items 1-43)		Mile	\$2.00
50	Haul, Additional Ton-Mile (Contract Items 1-43)		Mile	\$0.25
51	Haul, First Ton-Mile (Contract Items 44-47)		Mile	\$2.50
52	Haul, Additional Ton-Mile (Contract Items 44-47)		Mile	\$0.35

*LSGS: Limestone, Sandstone, Gravel or Sand

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: AFRQ 0808 DOT2600000094 Contract Description: Stone & Agg Material to Non 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.

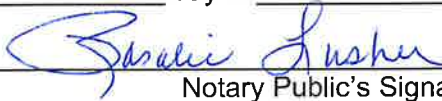
Signature:  Date Signed: 6/7/26

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.

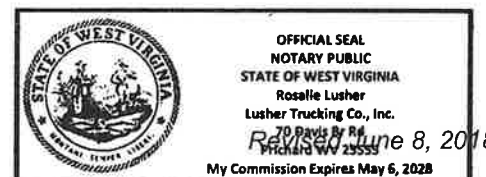

Notary Public's Signature

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 exceeds five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

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

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

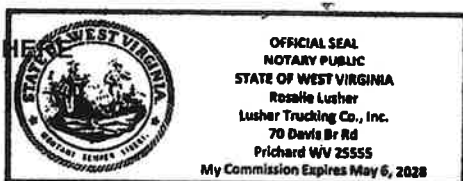
State of West Virginia

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.

PRODUCER Brands Insurance Agency, Inc. P.O. Box 62267 Cincinnati, OH 45262-0267 P (513) 777-7775 F (513) 777-7782 certificates@brandsinsurance.com	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td style="width: 5%;">A</td> <td style="width: 85%;">Canal Insurance Company</td> <td style="width: 10%;">10464</td> </tr> <tr> <td>B</td> <td>Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	INSURERS AFFORDING COVERAGE		NAIC #	A	Canal Insurance Company	10464	B	Scottsdale Insurance Company	41297												
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INSURED 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	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☒ 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			
					COMBINED SINGLE LIMIT	\$1,000,000			
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ SCHEDULED AUTO ☐ ALL OWNED ☒ NON-OWNED ☒ HIRED AUTO	CT1027112611-3	02/18/2026	02/18/2027	BODILY INJURY (per person)				
					BODILY INJURY (per accident)				
					PROPERTY DAMAGE				
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OCCUR ☐ EXCESS AUTO LIAB ☐ CLAIMS MADE					EACH OCCURRENCE AGGREGATE			
	WORKERS COMPENSATION EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N If yes, describe under DESCRIPTION OF OPERATIONS below N					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">WC STATU- TORY LIMITS</td> <td style="width: 5%;">OTH- ER</td> <td style="width: 90%;"> </td> </tr> </table> EL EACH ACCIDENT EL DISEASE - EACH EMP EL DISEASE - POLICY LIMIT	WC STATU- TORY LIMITS	OTH- ER	
WC STATU- TORY LIMITS	OTH- ER								
	GARAGE LIABILITY ☐ 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

Listed as Additional Insured:
 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



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

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
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:
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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
5	Class 2 Aggregate -LSGS	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:
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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:
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No City	WV	No City	WV
US		US	

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

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Extended Description:
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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 #
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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:
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
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 US	WV	No City US	WV

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	WV	No City	WV
US		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	
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 US	WV	No City US	WV

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	WV	No City	WV
US		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	
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 US	WV	No City US	WV

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 US	WV	No City US	WV

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 US	WV	No City US	WV

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 US	WV	No City US	WV

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 US	WV	No City US	WV

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	WV	No City	WV
US		US	

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 US	WV	No City US	WV

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 US	WV	No City US	WV

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 US	WV	No City US	WV

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 US	WV	No City US	WV

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 US	WV	No City US	WV

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 US	WV	No City US	WV

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	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
48	Spreading Surcharge/Tailgating	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
78121601			

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
49	Haul, First Ton-Mile (Contract Items 1-43)	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78121601			

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
50	Haul, Additional Ton-Mile (Contract Items 1-43)	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78121601			

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
51	Haul, First Ton-Mile (Contract Items 44-47)	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78121601			

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
52	Haul, Additional Ton-Mile (Contract Items 44-47)	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 Question Deadline by 10:00AM EST	2026-06-11

	Document Phase	Document Description	Page 29
DOT2600000094	Final	Stone & Agg Material & Delivery to Non-Established Locations	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Transportation 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.

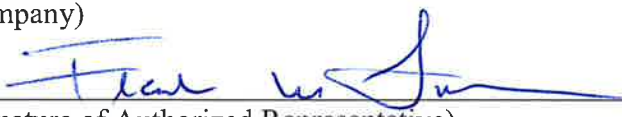
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **"A-1"** - Refers to the highest rating given to certified manufacturers 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.
 - 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.
 - 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.
 - 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
 - 2.6 **"Contract Item"** - 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

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

Frank W. Lusher President
(Printed Name and Title)
70 Davis Branch 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.
(Company)

(Signature of Authorized Representative)

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

6/7/26
(Date)

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

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

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

- 2.8 “Emergency Requests”**- orders that require fulfillment without delay and owing to circumstances for which the WVDOT could not have reasonably expected and has been designated as such by a WVDOT District Engineer or their designee.
- 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 6.4.1 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 “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.
- 2.16 “WVDOT” or “Agency”** - Interchangeable terms for the West Virginia Division of Transportation.

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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.

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.

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,

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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

- 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

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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 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.

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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

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.

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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:

Sieve Size	% Passing By Weight
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:

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

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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 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 WVDOT project site.

3.2.3 Spreading Surcharge / Tailgating shall be provided by the Vendor upon WVDOT's request at the time of delivery. The Vendor shall provide basic aggregate spreading at the WVDOT project site in the location specified by the WVDOT 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 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

Property	Frequency
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.

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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 WVDOT 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 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.

3.2.5 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.

3.2.5.1 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

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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 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.

3.2.5.2 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
½"	1

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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.

3.2.5.3 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

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

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

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WHERE: n = total number of nonconforming sublots
AP = price to be paid after initial adjustment for one nonconforming 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 a WVDOT District Engineer, or their designee is work that shall be initiated within 24 hours from when the request 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. If the low bid vendor is unavailable to accept the work, or the low bid vendor is already performing work for WVDOT 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.

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.

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- 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. Vendor may bid on any or all Contract Items 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** Changing a column or row description, Contract Item description or unit of measure on the **Pricing Pages, Attachment A (ATT A)**, will result in disqualification of the Contract Item bid on the altered line.

- 4.2.3** 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.

- 4.2.4** Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

- 4.2.5** Vendor shall supply its pricing with corresponding plant source and storage site information for all Items bid. **Failure to provide Source Plant locations will result in the disqualification of the entire bid.**

- 4.2.6** Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

- 4.3 Contract Award Transition:** Upon the award of this contract, WVDOT will announce the effective start date. Any order issued under the previous contract will

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remain in effect and shall not be cancelled without mutual written agreement between the issuing agency and the vendor.

- 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 - 47
Aggregate Haul	0.020	Ton Miles	Contract Items 49 – 52
Aggregate Placement	0.03	Tons	Contract Item 48

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.

<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

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

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to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.

- 6.2 Negotiation of Dates:** The WVDOT 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 WVDOT 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 WVDOT 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 delivery date noted on 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 WVDOT 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

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Liquidated Damages are applied by the 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

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

6.6 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

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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.

- 6.7 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.
- 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 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.
- 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: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

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.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**DIVISION OF HIGHWAYS****SPECIAL PROVISION****FOR**

STATE PROJECT NUMBER: _____
FEDERAL PROJECT NUMBER: _____

SECTION 315
TRAIL SURFACE AGGREGATE (TSA)

ADD THE FOLLOWING SECTION:

315.1-DESCRIPTION:

This work shall consist of furnishing, spreading, and compacting (TSA) on a prepared surface in accordance with these Specifications and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the Plans or established by the Engineer.

315.2-MATERIALS:

TSA Shall be crushed limestone or sandstone or any combination of these materials uniformly blended to conform to the quality requirements of Table 315.2A, gradation requirements of Table 315.2B. Test Methods for quality requirements on Table 315.2C.

Table 315.2A Quality Requirements

Deleterious Material, Percent max	Los Angeles Abrasion, Percent Max.	Liquid Limit Max,	Plastic Limit Max	pH Between
5%	40%	12 Max	6 Max	6 to 12

Table 315.2B Gradation Requirements

Sieve Size	Percent Passing
1/2"	100%
3/8"	96-100
#4	75-90
#8	55-75
#16	35-50
#200	12-20

TABLE 315.2C Test Methods

Deleterious Materials	ASTM C295, MP 703.01.20, MP 702.01.20, MP 703.00.27
Gradation	AASHTO T 11 and T 27
Liquid Limit	AASHTO T 89
Los Angeles Abrasion	AASHTO T 96, ASTM C535
Plasticity Index	AASHTO T 90
pH	EPA 9045C

315.2.1-Quality Control Testing: Quality control of the TSA material is the responsibility of the Contractor as specified in section 106.1.

The Contractor shall maintain necessary equipment and qualified personnel to perform all sampling and testing necessary to determine the magnitude of the various properties of the material governed by the Specifications and shall maintain these properties within the limits of the Specifications.

The Contractor shall submit a quality control plan detailing the methods by which the quality control program will be conducted. This plan, prepared in accordance with the guidelines set forth in the appropriate portions of MP 307.00.50 and MP 717.04.21, shall be submitted to the Engineer at the preconstruction conference. The work shall not begin until the plan is reviewed for conformance with the contract documents.

315.2.2-Acceptance Testing: Acceptance sampling and testing of TSA materials base course is the responsibility of the Division, except for furnishing the necessary materials. Quality control sampling and testing performed by the Contractor may be used by the Division for acceptance.

315.2.3-Sampling and Testing: Frequency of sampling and testing shall be in accordance with the Contractor's quality control plan. The minimum frequencies shall be as indicated in applicable portions of MP 307.00.50. Crushed aggregate shall be sampled in accordance with MP 700.00.06, Aggregate Sampling Procedures.

315.2.4-Acceptance Procedure: Material conforming to the specification requirements will be accepted at full contract price. Material failing to comply with the quality requirements of Table 315.2A shall not be incorporated into the work.

Acceptance of TSA material for compaction and for gradation shall be in accordance with appropriate portions of subsection 307.2.4.1.

315.2.4.1-Acceptance Plan:

315.2.4.1.1-Compaction: The contractor shall use a vibratory roller with a minimum weight of three (3) tons. The initial pass of the TSA material shall be in the static mode.

The Contractor shall notify the Engineer prior to construction of the test strips as set forth in MP 700.00.24. The Contractor shall perform quality control compaction tests and record the data on the forms as set forth in the Materials Procedures (MPs). The test data shall be available to the Engineer at the time of testing or as indicated in the Contractor's quality control plan.

Maximum density, quality control density and acceptance density for crushed aggregate base course and aggregate subbase shall be determined in accordance with MP 700.00.24.

The TSA material shall be compacted to the target percentage of dry density of 95%. The maximum required dry density shall be determined in accordance with MP 700.00.24 Part I on a control test strip having a compacted thickness of six (6) inches or less. The in-place dry density of each base course layer shall be determined in accordance with MP 700.00.24 Part II. The maximum layer thickness, other than the test strip(s), shall not exceed six (6) inch or as specified in the project documents. The density of layers with thickness that differ from the thickness of the control test strip(s) shall be subject to the density requirements determined by the control test strip

315.2.4.1.2-For Gradation: The material shall be sampled and tested in accordance with Section 307.2.3. Acceptance for gradation shall be based on test results of consecutive random samples from a lot. A subplot is the quantity of material represented by a single gradation test as defined in MP 700.00.06. A lot shall be considered the quantity of material represented by an average test value, not to exceed five sublots. In the case where only one sample is needed for the total plan quantity, the subplot shall be considered the lot.

The average shall start on the second sample result. The average is continued for the third through fifth sample result, averaging all previous sample results. Thereafter, only the last consecutive five sample results will be averaged, i.e., second test value through sixth test value, third test value through seventh test value, and so forth as defined in MP 300.00.51.

When the test value of a lot and the test value of the last subplot, or when the last three consecutive individual test values of a lot fall outside the gradation limits of Table 704.6.2A, the lot of material represented will be considered nonconforming to the extent that the last of its sublots are nonconforming. When this occurs, the last subplot shall have its price adjusted in accordance with Table 307.9.1.

315.2.4.2-Degree of Nonconformance: When a subplot of material is to have its price adjusted, the percentage point difference between the nonconforming test value and the specification limit shall be determined for each sieve size determined to be nonconforming, and this value shall be multiplied by its appropriate multiplication factor as set forth in Table 307.2.4.2 to determine the degree of nonconformance on that sieve.

Table 307.2.4.2

Nonconforming Sieve Size	Multiplication Factor
1/2"	1.0
3/8"	1.0
#4	1.0
#8	1.5
#16	2.0
#200	2.5

The total measure of nonconformance of an individual subplot is the sum of all nonconformances on the various sieve sizes of that subplot.

When the total degree of nonconformance has been established and it is 12.0 or less, the material will be paid for at an adjusted contract price as specified in Table 307.9.1.

When the degree of nonconformance is greater than 12.0, the nonconforming subplot shall be resolved on an individual basis, requiring a special investigation by the Engineer to determine the appropriate course of action to be followed. Pending resolution of the matter, additional lifts of base or pavement shall not be placed over the nonconforming material.

315.2.4.4-TSA Base Material: The TSA base material shall be Class 1 or Class 10 material placed and compacted in accordance with Section 307 of the West Virginia Specifications. When a crown or cross slopes are in the plans the crown shall be established in the base layer and reflected in the TSA layer.

CONSTRUCTION METHODS

315.3-EQUIPMENT:

A small paver or a combination of machines, or equipment which will handle the material without segregation and produce the completed TSA meeting these Specifications for handling, spreading, moistening, mixing and compacting may be used when approved by the Engineer.

315.3.1-PLACEMENT: Material shall be placed starting from the furthest point from the source working backward to the source. The TSA material shall be placed by means of a paver. If the working site does not permit the use of a paver the Engineer may permit the contractor to dump and spread the TSA material. At no time shall the TSA material be overworked to the point of segregation. The moisture content of the TSA material prior to and during compaction shall be uniformly distributed throughout each layer. TSA materials shall have placement moisture content less than or equal to the optimum moisture content. Backfill material with a placement moisture content in excess of the optimum moisture content shall be removed and reworked until the moisture content is uniformly acceptable throughout the entire lift. The moisture content of the TSA shall be maintained at a level sufficient to facilitate compaction.

315.3.2-TOLERANCE:

315.3.2.1 Surface Tolerance: The completed surface shall not vary more than 3/8 inch above or below Plan grade, nor more than 3/8 inch from a straightedge ten (10) feet long applied parallel to the centerline of the pavement. Deviations shall be corrected by scarifying, adding additional approved aggregate if necessary, reshaping, and recompacting.

Shoulder surfaces on resurfacing projects adjacent to concrete or asphalt pavement do not need to be checked with a straightedge.

315.3.2.2-Thickness Tolerance: The base course shall be checked for proper thickness after final compaction. The Contractor shall refill all test holes with approved base course material and adequately recompact the material.

Any deficiency in total thickness of the base course in excess of ½ inch shall be corrected.

315.3.2.3-Maintenance: The surface of the completed base shall be protected against the loss of fine material by the addition of moisture when necessary, and it shall be maintained in a satisfactory and smooth condition until such time that it is accepted.

315.4-METHOD OF MEASUREMENT:

315.4.1-Cubic Yard Measurement: The quantity of work done will be the number of cubic yards measured in place. Any additional work beyond the scope of the original Plans but authorized by the Engineer will be measured in cubic yards in place and paid for at the unit bid price for this item, subject to the provisions of 104.2 and 109.2.

TSA constructed outside the lines, dimensions, and cross sections shown on the Plans or designated will not be measured for payment.

315.4.2-Ton Measurement: The quantity of work done will be the number of tons of material complete in place and accepted.

The number of tons shall be determined by the total of the weights shown on receipted railroad freight bills when materials are shipped by rail; by actual measured displacement of barges certified by the producer when water shipments are made, providing materials delivered by the methods are not stockpiled or stored; or determined by the Contractor from the total of weigh slips for each vehicle load weighed on an approved standard scale or from digital printout slips from an automatic batching plant, and certified by the Contractor to be correct.

Truck scales shall be provided by the producer or Contractor, except that truck scales are not required where the material is weighed at properly calibrated automatic batching plant facilities which are equipped with digital print-out equipment. The scales shall be of sufficient size and capacity to weigh the heaviest loaded trucks that are used for delivery of the material.

All truck scales shall be mounted on solid foundations, which will insure their remaining plumb and level. All truck scales shall be inspected and sealed by the West Virginia Division of Labor, Bureau of Weights and Measures, or other appropriate agencies of the State or its political subdivisions. The Division may, at its option, accept inspection and sealing by out of state agencies when the material is weighed outside West Virginia.

The producer shall provide a weigh person. The weigh person shall certify that the weight of the material, as determined from the digital printout of the weights, is correct.

Each truck shall be weighed empty prior to each load, except at automatic batch plants approved to operate without truck scales. A digital recorder shall be required on all truck scales. The digital recorder shall produce a printed record of the gross, tare and net weights, and the time, date, truck identification and project number. Provision shall be made for constant zero compensation and further provision shall be made so that the scales may not be manually manipulated during the printing process. The system shall be interlocked so as to allow printing only when the scale has come to rest.

In case of a breakdown of the automatic equipment, the Engineer may permit manual operation for a reasonable time, normally not to exceed 48 hours, while the equipment is being repaired.

315.5-BASIS OF PAYMENT

The quantities, determined as provided above, will be paid for at the contract unit price bid for the items listed below, which price and payment shall be full compensation for furnishing all the materials including water for compaction, scarification and manipulation of existing surface, and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, supplies, and incidentals necessary to complete the work.

315.5.1-Price Adjustment: Aggregates not conforming with the gradation requirements as described in 307.2.4.1 will be paid for at the adjusted contract price based on the degree of nonconformance as specified in Table 315.6.1.

TABLE 315.6.1

Adjustment of Contract Price for Gradation not Within Specifications	
Degree of Nonconformance	Percent of Contract Price to be Reduced
1.0 to 3.0	2
3.1 to 5.0	5
5.1 to 8.0	8
8.1 to 12.0	12
12.1 to 16.0	16
Greater than 16	*

315.6-PAY ITEM:

ITEM	DESCRIPTION	UNIT
315001-*	Trail Surface Aggregate (TSA)	Cubic Yard
315005-*	Trail Surface Aggregate (TSA)	Ton

*Sequence Number