



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header

List View

**General Information** | Contact | Default Values | Discount | Document Information

Procurement Folder: 204112

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0803

Vendor ID:

SO Doc ID: DOT1600000097

Legal Name: EASTERN VAULT COMPANY INC

Published Date: 4/27/16

Alias/DBA:

Close Date: 5/25/16

Total Bid: \$84,460.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 0

Total of All Attachments: 0



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

State of West Virginia  
 Solicitation Response

Proc Folder : 204112  
 Solicitation Description : CONCRETE BEAMS  
 Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-05-25 13:30:00	SR 0803 ESR05251600000005739	1

VENDOR
000000201886 EASTERN VAULT COMPANY INC

**FOR INFORMATION CONTACT THE BUYER**  
 Sheila L Hannah  
 (304) 558-4317  
 sheila.l.hannah@wv.gov

Signature X	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	EXTERIOR BEAMS	2.00000	EA	\$9,072.500000	\$18,145.00

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description : EXTERIOR BEAMS  
21" DEPTH X 36" WIDTH BY 51'6" OVERALL LENGTH  
(SHIP WITH GUARDRAIL & HARDRAIL ATTACHED)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	INTERIOR BEAMS	6.00000	EA	\$9,072.500000	\$54,435.00

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description : INTERIOR BEAMS  
21" DEPTH X 36" WIDTH BY 51'6" OVERALL LENGTH  
(SHIP WITH GUARDRAIL & HARDRAIL ATTACHED)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	ELASTROMERIC LAMINATED BEARING PAD	18.00000	EA	\$300.000000	\$5,400.00

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description : ELASTROMERIC LAMINATED BEARING PAD  
B1 (14) - 1 13/16" HEIGHT BY 28" WIDTH BY 4 3/4" LENGTH  
B2 (4) = 1 13/16" HEIGHT BY 15 1/2" WIDTH BY 4 3/4" LENGTH

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	DEFORMED ANCHOR BOLTS	16.00000	EA	\$20.000000	\$320.00

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description : DEFORMED ANCHOR BOLTS  
1" DIAMETER BY 2'-0" LENGTH

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	PREFORMED JOINT FILLER	122.00000	LF	\$30.000000	\$3,660.00

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description : PERFORMED JOINT FILLER  
 1" THICK BY 21" WIDTH (55LF)  
 2 1/16" THICK BY 6" WIDTH (55LF)  
 2 1/16" THICK BY 4 3/4" WIDTH (12LF)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	POST TENSIONING BARS	5.00000	EA	\$500.000000	\$2,500.00

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description : POST TENSIONING BARS  
 1" DIAMETER BY 27' LENGTH WITH HARDWARE, THREADED



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

State of West Virginia  
 Request for Quotation  
 19 - Highways

Proc Folder: 204112

Doc Description: CONCRETE BEAMS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-27	2016-05-25 13:30:00	CRFQ 0803 DOT1600000097	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Sheila L Hannah  
 (304) 558-4317  
 sheila.l.hannah@wv.gov

Signature X

FEIN #

55-0520255

DATE

5-20-16

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an one time purchase contract for Prestressed Concrete Beams.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS ENGINEERING DIVISION 1334 SMITH ST CHARLESTON WV25301 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	EXTERIOR BEAMS	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30101717			

**Extended Description :**  
 EXTERIOR BEAMS  
 21" DEPTH X 36" WIDTH BY 51'6" OVERALL LENGTH  
 (SHIP WITH GUARDRAIL & HARDRAIL ATTACHED)

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS ENGINEERING DIVISION 1334 SMITH ST CHARLESTON WV25301 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	INTERIOR BEAMS	6.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30101717			

**Extended Description :**  
 INTERIOR BEAMS  
 21" DEPTH X 36" WIDTH BY 51'6" OVERALL LENGTH  
 (SHIP WITH GUARDRAIL & HARDRAIL ATTACHED)

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS ENGINEERING DIVISION 1334 SMITH ST CHARLESTON WV25301 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	ELASTOMERIC LAMINATED BEARING PAD	18.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description :  
 ELASTOMERIC LAMINATED BEARING PAD  
 B1 (14) - 1 13/16" HEIGHT BY 28" WIDTH BY 4 3/4" LENGTH  
 B2 (4) = 1 13/16" HEIGHT BY 15 1/2" WIDTH BY 4 3/4" LENGTH

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99 BURLINGTON WV26710 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	DEFORMED ANCHOR BOLTS	16.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description :  
 DEFORMED ANCHOR BOLTS  
 1" DIAMETER BY 2'-0" LENGTH

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99 BURLINGTON WV26710 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	PREFORMED JOINT FILLER	122.00000	LF		

Comm Code	Manufacturer	Specification	Model #
30101717			

**Extended Description :**

PERFORMED JOINT FILLER

1" THICK BY 21" WIDTH (55LF)

2 1/16" THICK BY 6" WIDTH (55LF)

2 1/16" THICK BY 4 3/4" WIDTH (12LF)

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS ENGINEERING DIVISION 1334 SMITH ST CHARLESTON WV25301 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	POST TENSIONING BARS	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30101717			

**Extended Description :**

POST TENSIONING BARS

1" DIAMETER BY 27' LENGTH WITH HARDWARE, THREADED

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical questions due by 5:00 pm	2016-05-13

DOT1600000097	<b>Document Phase</b> Draft	<b>Document Description</b> CONCRETE BEAMS	<b>Page 5</b> of 5
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**REQUEST FOR QUOTATION  
PRESTRESSED CONCRETE BEAMS**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Division of Highways to establish a contract for the one time purchase of Prestressed Concrete Bridge Beams.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** means Prestressed Concrete Bridge Beams as more fully described by these specifications.
  
  - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 **Contract Item #1 – Exterior Beams**
      - 3.1.1.1 Exterior Beams must be 21” depth by 36” width by 51’-6” overall length. (50’-0” c-c bearing anchor bolt holes).
  
      - 3.1.1.2 Exterior beams must be compatible with all guardrail, inserts, guardrail posts, and guardrail attached.

REQUEST FOR QUOTATION  
PRESTRESSED CONCRETE BEAMS

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**3.1.2 Contract Item #2 – Interior Beams**

3.1.2.1 Interior beams must be 21” depth by 36” width by 51’-6” overall length. (50’-0” c-c bearing anchor bolt holes).

**3.1.3 Contract Item #3 – Elastomeric Bearing Pads**

3.1.3.1 Elastomeric Bearing Pads must be: B1 =1-13/16” height by 28” wide by 4-3/4” length. B2 =1-13/16” height by 15-1/2” wide by 4-3/4” length.

**3.1.4 Contract Item #4 – Deformed Anchor Bolts**

3.1.4.1 Deformed Anchor Bolts must be No. 8 Grade 60 bar, 1” diameter by 2’-0” length.

**3.1.5 Contract Item #5 – Preformed Joint Filler**

3.1.5.1 Preformed Joint Filler must be 1” thick by 21” width, 2-1/16” thick by 6” width, and 2-1/16” thick by 4-3/4” width.

**3.1.6 Contract Item #6 – Post Tensioning Bars**

3.1.6.1 Post Tensioning Bars must be 1” diameter by 27’ length.

3.1.6.2 Post Tensioning Bars must be threaded, and supplied with all plates, hex nuts, and other hardware as required in plans.

**3.2 Mandatory Requirements:** Vendor must meet or exceed the mandatory requirements as shown below:

**3.2.1** The West Virginia Department of Transportation, Division of Highways Standard Specifications Road and Bridges, adopted 2010 as modified by any Supplemental Specifications shall apply to the administration of this requisition.

All items supplied under this requisition shall meet the requirements of the “West Virginia Department of Transportation, Division of Highways Standard Specifications Road and Bridges, adopted 2010, as modified by the most recent Supplemental Specifications.

**REQUEST FOR QUOTATION  
PRESTRESSED CONCRETE BEAMS**

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**3.2.2** All Prestressed Concrete Box Shaped Beams shall be manufactured in accordance with the attached West Virginia Department of Transportation, Division of Highways **Standard Bridge Plan Sheets dated 7/07** for State Project No. S329-16-4.44 as follows:

<u>Item Description</u>	<u>Standard Sheet No</u>	<u>Revision Date</u>
21" Box Beam	BR-B21A & BR-B21B	7/07
Beam Details	BR-B100, BR-B101, BR-B102A & BR-B102B	7/07
Post-Tensioning Details	BR-B103	7/07

**3.2.3** Alternates to the above Division of Highways standards will be permitted if approved by the District Five Bridge Engineer. Alternate designs must be submitted for approval based on the Design Data Charts provided as a part of this requisition and must be approved prior to award of this requisition purchase order. In addition to the design criteria contained on the Division of Highways Standard Bridge Plan Sheets referenced above, all alternate designs must be based on the following criteria:

**3.2.3.1** Two lane bridge with a deck width of 24'-0" out to out and roadway width of 24'-0" rail to rail.

**3.2.3.2** Guardrail superimposed dead load of 30 pounds per linear foot assumed to be applied equally to all beams.

**3.2.3.3** Future wearing surface superimposed dead load of 50 psf applied equally to all beams.

**3.2.3.4** Live loading of HL-93.

**3.2.4** The terms "Contractor" and "Vendor" used in the above specifications or this requisition are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

**3.2.5** West Virginia Department of Transportation, Division of Highways Standard Specifications Road and Bridges, adopted 2010 and any Supplemental Specifications may be obtained from:

**REQUEST FOR QUOTATION  
PRESTRESSED CONCRETE BEAMS**

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WEST VIRGINIA DIVISION OF HIGHWAYS  
CONTRACT ADMINISTRATION DIVISION  
1900 KANAWHA BLVD, EAST  
BLDG. 5, ROOM A-729  
CHARLESTON, WV 25305  
PHONE (304) 558-2871

West Virginia Department of Transportation, Division of Highways Standard Bridge Plan Sheets may be obtained from:

WEST VIRGINIA DIVISION OF HIGHWAYS  
DISTRICT FIVE HEADQUARTERS, BRIDGE DEPT.  
P.O. BOX 99  
BURLINGTON, WV 26710-0099  
PHONE (304) 289-2220

**3.2.6** Cracks developing in a beam may be cause for rejection of the beam. Cracks that are not detrimental to the structural integrity of the beam, as determined by the Division of Highways, may be accepted under the following conditions:

**3.2.6.1** Cracks of 0.004 inch or less shall be treated with a coat of a Division of Highways approved concrete sealer.

**3.2.6.2** Cracks of more than 0.004 inch shall be treated with a second coat of a Division of Highways approved concrete sealer, or epoxy injected.

All concrete sealer and epoxy injection required for acceptance shall be performed at no additional cost to the Division of Highways

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

REQUEST FOR QUOTATION  
PRESTRESSED CONCRETE BEAMS

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**4.2 Pricing Page:** Vendor should complete the Pricing Page by filling in the Unit Price for each item, the Amount for the specified Quantity for that item, and the Total Amount for all items. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5. PAYMENT:**

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 60 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at the Project Location.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

**6.4 Return of Unacceptable Items:** 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 make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product

**REQUEST FOR QUOTATION  
PRESTRESSED CONCRETE BEAMS**

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shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

**7 VENDOR DEFAULT:**

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

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

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



## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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

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

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

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

Question Submission Deadline: **May 13, 2016 at 5:00 pm**

Submit Questions to: **Sheila L. Hannah**  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [sheila.l.hannah@wv.gov](mailto:sheila.l.hannah@wv.gov)

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

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

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

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

SEALED BID:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:

FAX NUMBER:

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: May 25, 2016 at 1:30 pm

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

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

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

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

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

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

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

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore

unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

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

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

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

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

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

## GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

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

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

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

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

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

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

**6. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

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

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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



In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \_\_\_\_\_  
\_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

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

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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

**13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

**16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

**17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

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

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

**20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

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

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

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

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

**25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

**28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to

include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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

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

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.  
 Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

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

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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

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

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

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

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

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

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

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

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

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment,

or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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



bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

EASTERN VAULT CO., INC.

(Company)

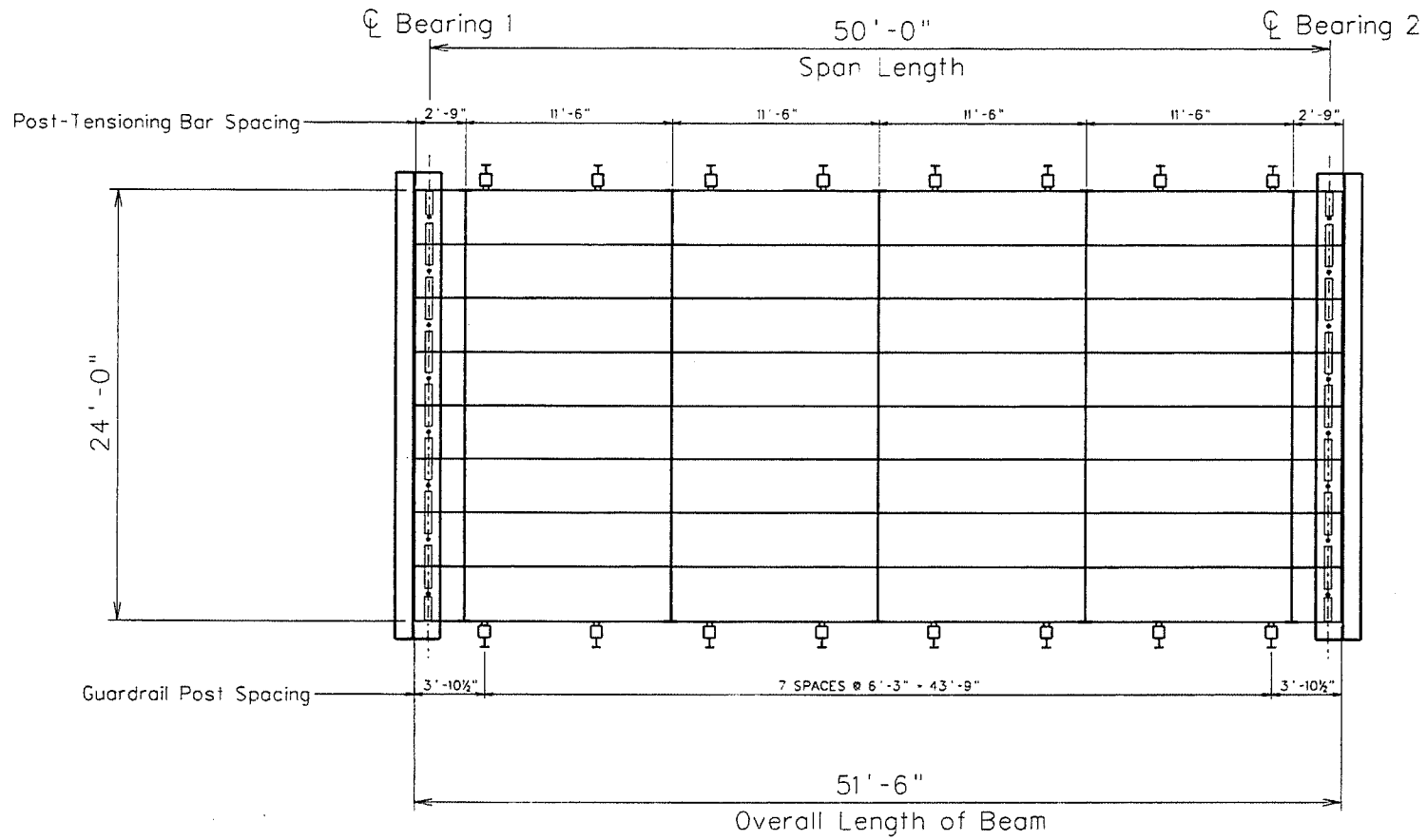
 VP @ GM  
(Authorized Signature) (Representative Name, Title)

304-425-8955 / Fx 1-304-425-1171  
(Phone Number) (Fax Number) (Date)

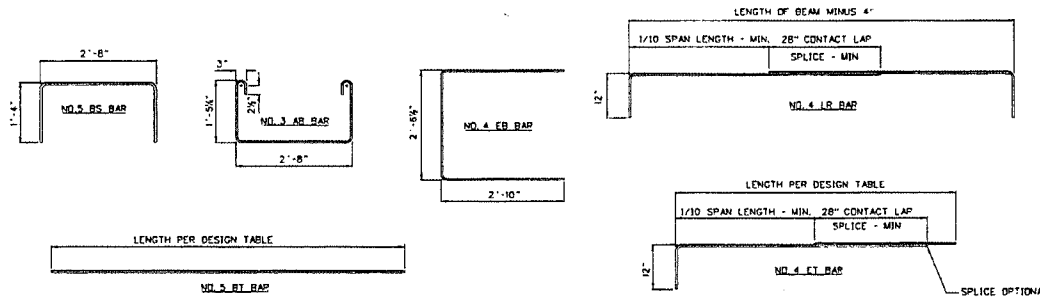
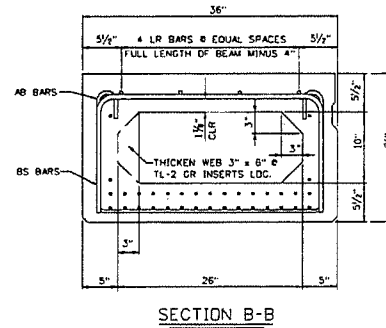
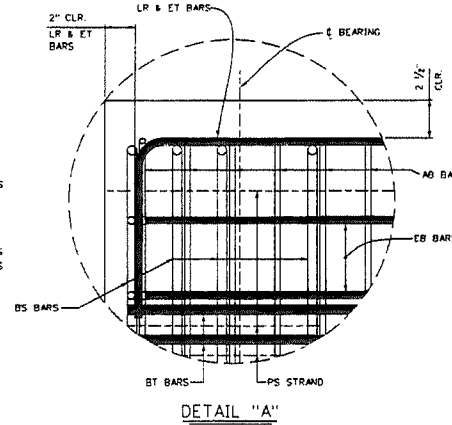
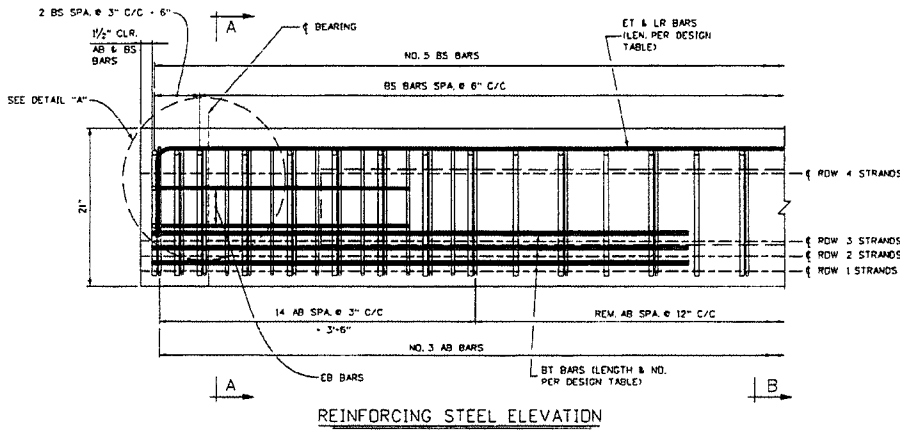
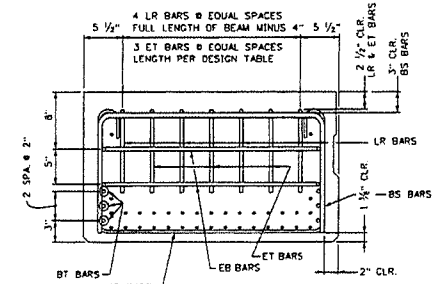
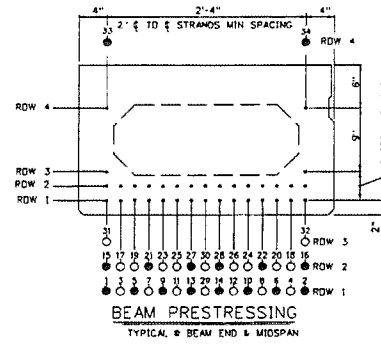
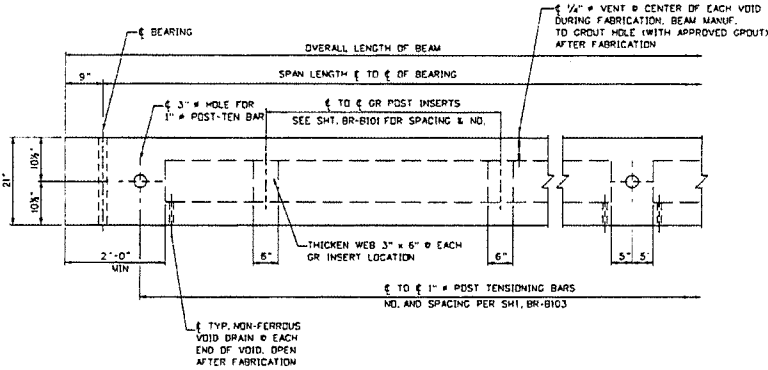
5-20-16



# BEAVER RUN BRIDGE



PROJECT NUMBERS		DISTRICT	COUNTY	SHEET NO.	TOTAL
STATE	FEDERAL	5	MINERAL	13	23
S329-16-4.44					



**NOTES:**

- REFER TO SHEET BR-B102A FOR SHEAR KEY DETAILS.
- DESIGNER SHALL USE THE FOLLOWING KEY TO INDICATE STRAND AND DEBONDING PATTERN ON "BEAM PRESTRESSING VIEW". THIS SHEET.
  - ACTIVE STRAND
  - ▽ DEBOND STRAND: LENGTH FROM END OF BEAM
  - △ DEBOND STRAND: LENGTH FROM END OF BEAM
  - DEBOND STRAND: LENGTH FROM END OF BEAM
- THIS SHEET SHALL BE USED IN CONJUNCTION WITH STANDARD SHEETS BR-B201, BR-B101, BR-B101, BR-B102A & B, BR-B103, BR-B104, BR-B105 & B AND BR-B106 AS APPLICABLE.

WHEN A POST-TEN ACCESS POCKET IS USED AS DETAILED ON SHEET BR-103 STRANDS IN ROWS 3 AND 4 SHALL BE ELIMINATED. THE BEAM SHALL BE REDESIGNED AS NECESSARY.

DESIGNED BY: *Robert B. ...*  
 WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 ENGINEERING DIVISION  
 21" PRESTRESSED CONCRETE  
 BOX BEAMS  
 DESIGN AND ASSEMBLY DETAILS  
 STANDARD SHEET BR-B21A

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 ENGINEERING DIVISION

BEAVER RUN BRIDGE  
 OVER  
 BEAVER RUN  
 IN  
 MINERAL COUNTY

21" PRESTRESSED BOX BEAM  
 DESIGN AND ASSEMBLY DETAILS

DESIGNED BY: TW/KGL  
 DRAWN BY: BM/KGL  
 CHECKED BY: TW/  
 REVIEWED BY: TW/  
 DATE: 07/16  
 SCALE:  
 SHEET 1 OF 9  
 BRIDGE NO.  
 29-16-4.44

STATE PROJECT NUMBER	FEDERAL PROJECT NUMBER	STATE DIST. NO.	COUNTY	SHEET NO.	TOTAL SHEETS
5329-16-4.44		5	MINERAL	14	23

MIN. CONCRETE STRENGTH @ RELEASE	= 5500 PSI
MIN. CONCRETE STRENGTH @ 28 DAYS	= 8000 PSI
INITIAL PULL/STRAND	= 33,820 LBS
CROSS-SECTION AREA/STRAND	= 0.167 SQ. IN.

DESIGN DATA FOR 21" DEPTH ADJACENT BOX BEAM

SPAN LENGTH @ TO & BEARING	30'-0"	32'-0"	34'-0"	36'-0"	38'-0"	40'-0"	42'-0"	44'-0"	46'-0"	48'-0"	50'-0"
OVERALL LENGTH OF BEAM	31'-6"	33'-6"	35'-6"	37'-6"	39'-6"	41'-6"	43'-6"	45'-6"	47'-6"	49'-6"	51'-6"
NO. OF 270 KSI, 1/2" # LOW-RELAXATION STRANDS, AREA/STRAND - 0.167 SQ. IN.	10	10	10	12	12	14	14	14	16	16	16
STRAND POSITION NUMBER	ROW 1	1,2,11,12	1,2,11,12	1,2,11,12	1,2,7,8,13,14	1,2,7,8,13,14	1,2,7,8,13,14	1,2,7,8,13,14	1,2,5,6,9,10,13,14	1,2,5,6,9,10,13,14	1,2,5,6,9,10,13,14
	ROW 2	15,16,25,26	15,16,25,26	15,16,25,26	15,16,27,28	15,16,27,28	15,16,21,22,27,28	15,16,21,22,27,28	15,16,21,22,27,28	15,16,21,22,27,28	15,16,21,22,27,28
	ROW 3										
	ROW 4	33,34	33,34	33,34	33,34	33,34	33,34	33,34	33,34	33,34	33,34
PRESTRESSING FORCE IMMEDIATELY AFTER STRAND RELEASE, P <sub>1</sub> , (KIPS/BEAM)	327	328	328	391	391	453	454	454	515	516	517
EFFECTIVE PRESTRESSING FORCE AFTER ALL LOSSES, P <sub>2</sub> , (KIPS/BEAM)	297	298	298	350	350	403	404	406	454	456	458
REQUIRED FACTORED MOMENT @ STRENGTH I, M <sub>1</sub> (FT-KIPS/BEAM)	359	393	427	455	504	545	588	639	693	746	800
FACTORED FLEXURAL RESISTANCE, M <sub>r</sub> (FT-KIPS/BEAM)	527	527	527	644	644	743	743	743	853	853	853
TOTAL NO. DEBONDED STRANDS											
DEBONDED STRAND POSITION NUMBER @ SHIELDING LENGTH FROM EACH END	ROW 1										
	ROW 2										
NUMBER & LENGTH #4 ET TOP TENSION BARS @ EACH END	3 - #4 x 4'-6"	3 - #4 x 4'-6"	3 - #4 x 5'-0"	3 - #4 x 5'-0"	3 - #4 x 5'-0"	3 - #4 x 5'-6"	3 - #4 x 5'-6"	3 - #4 x 6'-0"	3 - #4 x 6'-0"	3 - #4 x 6'-6"	3 - #4 x 6'-6"
NUMBER & LENGTH #5 BT BOTTOM TENSION BARS @ EACH END	2 - #5 x 5'-0"	2 - #5 x 5'-0"	2 - #5 x 6'-0"	2 - #5 x 6'-0"	2 - #5 x 6'-0"	2 - #5 x 6'-0"	2 - #5 x 6'-0"	2 - #5 x 6'-0"	2 - #5 x 6'-0"	2 - #5 x 6'-0"	2 - #5 x 6'-0"
DESIGN CAMBER ± POSITIVE (UP) (INCHES)	@ RELEASE	0.15	0.15	0.15	0.26	0.27	0.37	0.38	0.55	0.55	0.54
	@ ERECTION	0.23	0.23	0.22	0.40	0.39	0.56	0.55	0.79	0.76	0.71
	@ FINAL	0.24	0.22	0.18	0.40	0.36	0.55	0.49	0.40	0.70	0.59
NUMBER & SPACING OF TL-2 GUARDRAIL INSERTS											16
SEE NOTE 6											3'-10 1/2"
HEIGHT OF TYPICAL BEAM INCLUDING DIAPHRAGM (TONS)	9.2	9.8	10.4	10.9	11.5	12.0	12.6	13.1	13.8	14.3	14.9

NOTES

- BEAM WEIGHTS LISTED IN THE DESIGN TABLE ARE BASED ON ZERO SKEW, 2 FT. LONG ENDBLOCK AND DIAPHRAGMS SPACED @ 18 FT C/C. WEIGHTS FOR SKEWED BEAMS, LONGER ENDBLOCKS AND ADDITIONAL DIAPHRAGMS SHOULD BE ADJUSTED ACCORDINGLY.  
FOR ADDITIONAL DIAPHRAGMS, ADD 225 LBS/DIAPHRAGM.  
FOR SKEW ADD 21 LBS/DEGREE OF SKEW/END.  
FOR LONGER ENDBLOCK, ADD 271 LBS/LF/END.
- DESIGNERS SHOULD NOTE THAT DATA IN STANDARD TABLE IS BASED ON EVEN SPAN LENGTHS. A TWO LANE STRUCTURE @ BEAMS W/C AND ZERO SKEW. SUPERIMPOSED DEAD LOADS INCLUDE TYPE F PARAPET (321 PLF) AND A FWS OF 50 PSF. FOR NON-STANDARD BRIDGE DATA SHOULD BE VERIFIED AND IF REQUIRED NEW DESIGN DATA ENTERED INTO BLANK COLUMNS. IN NO CASE SHALL THE STANDARD DESIGN TABLE BE ALTERED.
- IF BEAM DOES NOT MEET ALL TOLERANCES REFER TO MP 603.10.40 FOR GUIDANCE. MEASUREMENT OF CAMBER FOR COMPARISON TO PREDICTED DESIGN VALUES SHOULD BE COMPLETED WITHIN 72 HOURS OF RELEASE. ADDITIONALLY, CAMBER SHOULD BE EVALUATED UNDER CONDITIONS THAT MINIMIZE THE EFFECT OF TEMPERATURE VARIATION.

- DESIGNER, FABRICATOR, AND ERECTOR SHALL BE AWARE THAT SKEWED END BEAMS MAY TWIST OR WARP, CAUSING UNEVEN BEAM SEATING AT THE BEARINGS. THE CONTRACTOR IS REQUIRED TO CORRECT AT THE TIME OF ERECTION, BEFORE THE BEAMS ARE SECURED IN PLACE. METHOD OF CORRECTION SHALL PROVIDE AN EVEN, TOTAL BEARING AND A LEVEL TOP BEAM SURFACE. TOLERANCE, AFTER CORRECTION, SHALL BE (1/4) INCH THE FABRICATOR SHALL NOTIFY THE CONTRACTOR AND DESIGNER IF CORRECTIONS ARE REQUIRED PRIOR TO SHIPMENT.
- MAXIMUM BEAM SKEW SHALL BE 30 DEGREES.
- DESIGNER INPUT VALUES OF NUMBER OF INSERTS, DISTANCE FROM END OF BEAM TO @ FIRST INSERT, AND @ FIRST INSERT TO @ SECOND INSERT, ABOVE VALUES SHALL BE BASED ON THE REQUIRED 6'-3" GUARDRAIL POST SPACING ACROSS THE BRIDGE.
- THIS SHEET SHALL BE USED IN CONJUNCTION WITH STANDARD SHEETS BR-B10A, BR-B10B, BR-B10C, BR-B10D, BR-B10E & B, BR-B10F, BR-B10G, BR-B10H & B AND BR-B10I AS APPLICABLE.

APPROVED	DATE
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS ENGINEERING DIVISION	07-02-07
DESIGN TABLE FOR 21" PRESTRESSED BOX BEAM	07-10 TW
REVISED STANDARD SHEET BR-B10B	

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS ENGINEERING DIVISION	
BEAVER RUN BRIDGE OVER BEAVER RUN IN MINERAL COUNTY	
DESIGNED BY: TRWEL	DRAWN BY: TRWEL
CHECKED BY: TRW	REVIEWED BY: TRW
DATE: 07/10	SCALE:
SHEET NO: 2 OF 9	PROJECT NUMBER: 29-15-4.44
DESIGN TABLE FOR 21" PRESTRESSED BOX BEAM	

STATE PROJECT NUMBER	FEDERAL PROJECT NUMBER	STATE DIST. NO.	COUNTY	SHEET NO.	TOTAL SHEETS
5329-16-4.44	---	5	MINERAL	15	23

**GOVERNING SPECIFICATIONS**

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, ADOPTED 2000, AS AMENDED BY THE CURRENT SUPPLEMENTAL SPECIFICATIONS, THE CONTRACT PLANS AND CONTRACT SPECIAL PROVISIONS ARE THE GOVERNING PROVISIONS APPLICABLE TO THIS PROJECT.

ALL BEAMS ARE DESIGNED IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, DATED 1998 AS AMENDED BY THE 2003 INTERIM SPECIFICATIONS.

**DESIGN NOTES**

ALL STANDARD ADJACENT PRESTRESSED CONCRETE BRIDGE BEAMS ARE DESIGNED TO MEET THE FOLLOWING CRITERIA:

- DESIGN LOADS:
  - HL-93 LIVE LOAD IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS
  - FUTURE WEARING SURFACE OF 50 PSF OF ROADWAY.
  - TYPE F PARAPET WEIGHING 321 PLF.
  - DIAPHRAGM DEAD LOAD, NUMBER REQUIRED BASED ON 15'-0" MAX. SPACING.
- TWO LANE BRIDGE WITH AN OVERALL WIDTH OF 24'-5" (INCL. 3/4" GAP BETWEEN ADJ. BEAMS), A CURB-TO-CURB WIDTH OF 22'-1", TRANSVERSE POST-TENSIONING, AND ZERO SKEW.
- DESIGN STRENGTH AND UNIT STRESSES:
 

MINIMUM CONCRETE STRENGTH @ STRAND RELEASE	5500 PSI
MINIMUM CONCRETE STRENGTH @ 28 DAYS	8000 PSI
TEMPORARY STRESS LIMITS IN CONCRETE BEFORE LOSSES:	
COMPRESSION STRESS LIMIT @ STRAND RELEASE	3300 PSI
TENSION STRESS LIMIT @ STRAND RELEASE	-200 PSI
COMPRESSION STRESS LIMITS IN CONCRETE @ SERVICE AFTER LOSSES:	
@ FINAL 1 (PS-DL-LL)	4800 PSI
@ FINAL 2 (PS-DL)	3600 PSI
@ FINAL 3 (SDX(PS-DL)-LL)	3200 PSI
TENSILE STRESS LIMIT IN CONCRETE @ SERVICE AFTER LOSSES:	
@ FINAL 1 (PS-DL-LL)	-270 PSI
TENSION STRESS LIMIT PRIOR TO TRANSFER:	202.5 KSI
TENSION STRESS LIMIT AFTER ALL LOSSES:	194.4 KSI
- DEBONDING OR SHELTING OF STRANDS TO REDUCE TEMPORARY TENSILE STRESSES IS PERMITTED, HOWEVER DEBONDING IS LIMITED TO 40% PER ROW AND 25% TOTAL. IN NO INSTANCES SHALL OUTER STRANDS BE DEBONDED. DEBONDED STRANDS SHALL BE SEPARATED BY AT LEAST ONE FULLY ROUNDED STRAND AND SHALL BE SYMMETRICAL ABOUT THE C OF THE BEAM. SHELTING OF STRANDS SHALL BE ACCOMPLISHED BY TAPPING OR TIGHT FITTING PLASTIC TUBES TAPED AT EACH END.
- THE ELASTOMERIC BEARING PADS PROVIDED IN THE STANDARD DESIGNS ARE BASED ON ZERO GRADE AND ARE LIMITED TO A MAXIMUM OF 5% GRADE. IN INSTANCES OF GRADES EXCEEDING THIS LIMIT, PADS SHALL BE SPECIFICALLY DESIGNED. INDIVIDUAL PAD DESIGNS SHALL BE IN ACCORDANCE WITH SECTION 14, AASHTO LRFD. BEVELED SOLE PLATES ARE PERMITTED.
- MAXIMUM BEAM SKEW SHALL BE 30 DEGREES.
- WHEN ALTERNATE DESIGNS OR SITE SPECIFIC DESIGNS ARE PROVIDED, CRITERIA SET FORTH IN THESE STANDARDS SHALL APPLY.
- NEGATIVE DESIGN CAMBER AFTER ALL LOSSES IS NOT PERMITTED.
- EACH BEAM PROVIDED IN THESE STANDARD DESIGNS HAS BEEN LOAD RATED IN ACCORDANCE WITH SECTION 3.13 OF THE WEST VIRGINIA DIVISION OF HIGHWAYS BRIDGE DESIGN MANUAL, 2004. ADDITIONALLY, LOAD RATING PROCEDURES ARE IN ACCORDANCE WITH THE AASHTO MANUAL FOR CONDITION EVALUATION AND LOAD AND RESISTANCE FACTOR RATING OF HIGHWAY BRIDGES, 2003.

BAR SIZE	NO. 3	NO. 4	NO. 5	NO. 6
SPlice LEN.	21"	28"	34"	41"

THIS SHEET SHALL BE USED IN CONJUNCTION WITH STANDARD SHEETS BR-B17A & B THRU BR-B42A & B, BR-B101, BR-B102A & B, BR-B103, BR-B104, BR-B105A & B AND BR-B106 AS APPLICABLE.

**MATERIALS & FABRICATION NOTES**

THE PRESTRESSED CONCRETE BEAMS SHALL CONFORM TO ALL APPLICABLE PROVISIONS OF SECTION 803 OF THE STANDARD SPECIFICATIONS.

**MILD REINFORCEMENT**

- ALL MILD REINFORCING STEEL SHALL BE GRADE 60, DEFORMED BILLET STEEL AND SHALL BE EPOXY COATED EXCEPT WHERE NOTED. ALL UNCOATED REINFORCING SHALL MEET THE REQUIREMENTS OF AASHTO M31. ALL EPOXY COATED REINFORCING SHALL MEET THE REQUIREMENTS OF AASHTO M284, EXCEPT WHERE AMENDED BY SECTION 709.1 OF THE STANDARD SPECIFICATIONS.
- ALL TENSION LAP SPLICES SHALL BE A CLASS B, CONTACT TYPE. MINIMUM LAP SPlice LENGTHS SHALL BE AS GIVEN IN THE "LAP SPlice TABLE", THIS SHEET. ADDITIONALLY, IF LAP SPlicing OF ET, LR, AND BT BARS IS USED, TERMINATION OF THE SPlice SHALL BE NO CLOSER TO THE END OF THE BEAM THAN 1/10 OF THE SPAN LENGTH.
- MINIMUM BAR BENDING DIAMETER SHALL BE 6 BAR DIAMETERS, EXCEPT THAT NO. 4 AB BARS MAY HAVE A MINIMUM BEND DIAMETER OF 4 BAR DIAMETERS.
- MINIMUM CONCRETE COVER SHALL BE AS SPECIFIED IN SECTION 803.5 OF THE STANDARD SPECIFICATIONS, EXCEPT WHERE NOTED ON THE PLANS.

**PRESTRESSING STRAND**

- ALL PRESTRESSING STEEL SHALL BE 1/2" #, GRADE 270, 7 WIRE UNCOATED, LOW-RELAXATION STRAND MEETING THE REQUIREMENTS OF AASHTO M203, SUPPLEMENT S1.
- ALL BEAMS DESIGNED IN THESE STANDARDS UTILIZE STRANDS WITH A NOMINAL AREA OF 0.167 SQ. IN. STRANDS WITH A NOMINAL AREA OF 0.153 SQ. IN. IS PERMITTED FOR NONSTANDARD OR ALTERNATE DESIGNS, HOWEVER THE DESIGNER IS ENCOURAGED TO USE THE LARGER STRAND FOR UNIFORMITY REASONS. IN NO CASES WILL STRESS-RELEASED STRAND BE PERMITTED.
- ALL STRANDS SHALL BE ENCLOSED INSIDE THE STRIPUP CAGE FOR THE FULL LENGTH OF THE BEAM.
- ALL EXPOSED PRESTRESSING STRAND AT EACH BEAM END SHALL BE SHOP COATED WITH A LIQUID COLD-APPLIED BITUMINOUS ELASTOMERIC WATERPROOFING MEMBRANE. MATERIAL SHALL MEET ASTM C836-B4.

**CONCRETE**

- ALL CONCRETE USED IN MANUFACTURING PRESTRESSED CONCRETE BEAMS SHALL MEET THE REQUIREMENTS OF SECTION 603.6 OF THE STANDARD SPECIFICATIONS. DESIGN STRENGTHS SHALL MEET OR EXCEED THE MINIMUM VALUES SET FORTH IN THESE PLANS.
- ALL CONCRETE USED IN PARAPETS AND CURBS SHALL BE CLASS K CONCRETE

**ELASTOMERIC BEARING PADS**

- ALL BEARING PADS SHALL MEET THE APPLICABLE REQUIREMENTS AS SET FORTH IN SECTION 18.2 OF THE AASHTO LRFD BRIDGE CONSTRUCTION SPECIFICATIONS, 1998 EDITION WITH CURRENT INTERIMS. ALL BEARINGS SHALL BE STEEL REINFORCED LAMINATED BEARINGS.
- THE ELASTOMER MATERIAL SHALL BE 60 DUROMETERS WITH A MINIMUM LOW TEMPERATURE GRADE OF 3 (ZONE C).
- ALL STEEL REINFORCING SHALL MEET THE REQUIREMENTS OF AASHTO M270, GRADE 36.

**GUARDRAIL, GUARDRAIL POSTS, TUBING & INSERTS**

- ALL W-BEAM GUARDRAIL AND ATTACHMENT HARDWARE SHALL BE IN ACCORDANCE WITH SECTION 712.4 OF THE STANDARD SPECIFICATIONS. GUARDRAIL POSTS, STRUCTURAL TUBING, POST ATTACHMENT INSERTS, AND HARDWARE SHALL MEET THE LISTED MATERIAL AND COATING SPECIFICATIONS.

ITEM	DESCRIPTION	MATERIAL SPEC.	COATING SPEC.
POST	W6x25	AASHTO M270, GR 36	AASHTO M11
PLATE	1/2" x 7"	AASHTO M270, GR 36	AASHTO M11
TUBING	15 Bx4x3/16	ASTM A500, GR B	AASHTO M11
CHANNEL	C7x9.8	AASHTO M270, GR 36	AASHTO M11
FERRULE	TYPE 2A 1/4" # x 2 1/2" MN LEN.	ASTM A108 (1117 STEEL)	AASHTO M232
WIRE		ANCHOR 3/4" #	ASTM A510 (1018 STEEL)
STUDS	1/4" # x 8" LONG	ASTM A108 (1045 C.D. STEEL)	AASHTO M232
NUTS	1/2" #	AASHTO M291, CLASS C	AASHTO M232
COUPLERS	TYPE 1A 1/4" # x 5" LONG	ASTM A108 (12114 STEEL)	AASHTO M232
BOLTS		ANCHOR 1/4" # x 12" LONG	AASHTO M164 (TYPE 1, 1H)
BOLTS	3/4" # ALL LEN.	AASHTO M164 (TYPE 1, 1H)	AASHTO M232
NUTS	3/4" #	AASHTO M291, CLASS C	AASHTO M232
WASHERS	ALL	AASHTO M293	AASHTO M232

**WELDING**

- TACK WELDING OF REINFORCEMENT IS NOT PERMITTED. REINFORCING CAGES AND LONGITUDINAL STEEL SHALL BE ADEQUATELY TIED WITH APPROVED MEANS TO PREVENT RACKING AND MISALIGNMENT.
- ALL WELDING OF FABRICATED ITEMS, AS SHOWN IN THESE PLANS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF AASHTO/AWS D15.2, 2002.

**POST-TENSIONING BARS**

- POST-TENSIONING THREAD BARS SHALL BE ONE INCH DIAMETER, 150 KSI STEEL, AND SHALL CONFORM TO AASHTO M275, TYPE 1. STEEL THREAD BARS SHALL BE DESIGNED TO ALLOW THE USE OF HEAVY HEX NUTS AND COUPLERS THAT THREAD ONTO THE END OF THE DEFORMATIONS. HEAVY HEX NUTS AND COUPLERS SHALL BE OF A DESIGN AND MATERIAL RECOMMENDED BY THE BAR MANUFACTURER TO DEVELOP THE FULL TENSILE STRENGTH OF THE BAR. PROPERLY DOCUMENTED CERTIFIED MILL TEST REPORTS SHALL BE PROVIDED FOR EACH HEAT OF STEEL THREAD BARS.
- ALL POST-TENSIONING THREAD BARS, NUTS, BEARING PLATES, COUPLERS, AND AUXILIARY HARDWARE SHALL BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH AASHTO M111. THE GALVANIZING PLANT SHALL ADMINISTER ADEQUATE QUALITY CONTROL MEASURES TO SAFEGUARD AGAINST HYDROGEN EMBRITTLEMENT. QUALITY CONTROL MEASURES SHALL COMPLY WITH ASTM A-143. CERTIFICATION FOR HOT-DIP GALVANIZING SHALL BE PROVIDED BY THE GALVANIZING PLANT.
- ALL POST-TENSIONING BEARING PLATES SHALL CONFORM TO AASHTO M270, GRADE 36.

**SHEAR KEY GROUT**

- SHEAR KEY GROUT SHALL BE A GROUT THAT IS RECOMMENDED BY THE MANUFACTURER FOR A POURABLE GROUT APPLICATION AND THAT BASED ON THE MANUFACTURER'S TEST DATA WILL ATTAIN A MINIMUM OF 4500 PSI COMPRESSIVE STRENGTH IN 3 DAYS UNDER CONDITIONS REPRESENTATIVE OF THE CONDITIONS TO BE EXPERIENCED AT THE SITE. THE GROUT MUST BE LISTED ON THE APPROVED LIST OF GROUTS PUBLISHED BY THE WEST VIRGINIA DIVISION OF HIGHWAYS, MATERIALS CONTROL, SOIL AND TESTING DIVISION. THE CONTRACTOR SHALL PRE-TEST THE PROPOSED GROUT FOR COMPRESSIVE STRENGTH AT 3 AND 7 DAYS AND SUBMIT THE RESULTS TO THE BRIDGE PROJECT MANAGER FOR APPROVAL PRIOR TO INSTALLATION OF THE GROUT IN THE STRUCTURE. THE TESTS WILL BE BASED ON A POURABLE CONSISTENCY WITH THE SAME WATER/GROUT MIXTURE RATIO TO BE USED IN THE STRUCTURE.
- THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT FOR EACH PROJECT, THE GROUT PRE-TEST RESULTS OBTAINED IN THE NOTE ABOVE. THE CONTRACTOR SHALL BE REQUIRED TO PERFORM A NEW PRE-TEST AND SUBMISSION FOR APPROVAL UNDER ANY OF THE FOLLOWING CONDITIONS:
  - A PERIOD OF 18 MONTHS HAS ELAPSED SINCE LAST PRE-APPROVAL TESTING.
  - GROUT MANUFACTURER HAS REVISED OR CHANGED THE GROUT SPECIFICATIONS.
  - THE CONTRACTOR ALTERS THE WATER/GROUT MIXTURE RATIO.
  - THE CONTRACTOR CHANGES GROUT MANUFACTURER.
- THE CONTRACTOR IS REQUIRED TO COMPLETE THE GROUT STRENGTH TABLE ON BR-B103.
- TEST PROCEDURE FOR DETERMINING THE COMPRESSIVE STRENGTH OF GROUT SHALL USE CUBE SPECIMENS IN ACCORDANCE WITH ASTM C109, AS MODIFIED BY ASTM C107. GROUT TESTING IN ACCORDANCE WITH AASHTO T23 (STANDARD CYLINDER TEST) IS NOT ACCEPTABLE.

**PROTECTIVE SURFACE TREATMENT**

- EACH PRESTRESSED CONCRETE BEAM SHALL BE TREATED BY THE MANUFACTURER AT THE FABRICATION PLANT WITH AN APPROVED CONCRETE SEALER (SILANE). AN APPROVED LIST OF CONCRETE SEALERS ARE ON FILE AT THE WEST VIRGINIA DIVISION OF HIGHWAYS, MATERIALS CONTROL, SOIL AND TESTING DIVISION. COVERAGE SHALL INCLUDE TOP AND BOTTOM OF INTERIOR BEAMS, AND TOP, BOTTOM AND EXTERIOR SIDE OF EXTERIOR BEAM. APPLICATION RATE SHALL BE PER TREATMENT MANUFACTURER'S RECOMMENDATION.
- AFTER COMPLETION OF THE SILANE TREATMENT BY FABRICATOR AND A MAXIMUM OF FIVE WORKING DAYS PRIOR TO SHIPMENT OF THE BEAMS, THE FABRICATOR SHALL BE RESPONSIBLE FOR ABRASIVE BLAST CLEANING TO CLEAN WHITE CONCRETE THE INTERIOR SIDES OF BEAMS FOR THE FULL LENGTH. CLEAN WHITE CONCRETE SHALL MEAN REMOVAL OF ALL DIRT, GREASE, OIL, AND LOOSE CONCRETE LANTAGE AND PROVIDE A ROUGHENED CONCRETE SURFACE. BLASTING MEDIUM SHALL BE APPROVED BY THE DIVISION OF HIGHWAYS.

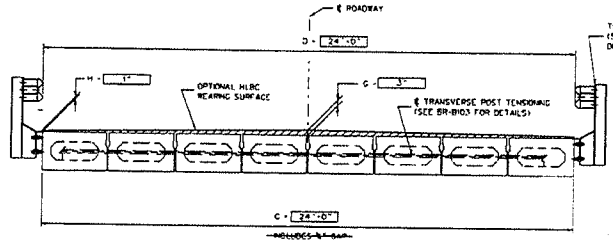
**SHOP DRAWINGS**

THE FABRICATOR SHALL BE RESPONSIBLE FOR THE PREPARATION OF SHOP DRAWINGS IN ACCORDANCE WITH THE WEST VIRGINIA DIVISION OF HIGHWAYS DOCUMENTS, DO-102 AND THE STANDARD SPECIFICATIONS. ADDITIONAL INFORMATION IS PROVIDED IN SECTION 7 OF THE BRIDGE DESIGN MANUAL. SHOP DRAWINGS SHALL INCLUDE THE FABRICATOR'S DETENSIONING PLAN.

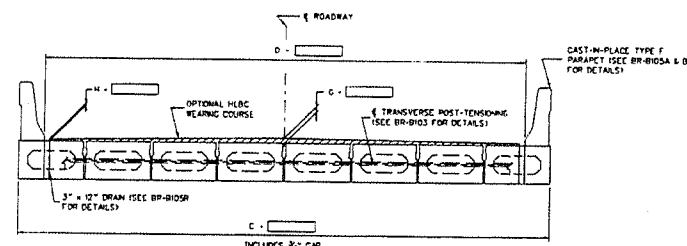
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS ENGINEERING DIVISION		DESIGNED BY: HWY DRAWN BY: HWY CHECKED BY: HWY REVIEWED BY: HWY
PREPARED: 07-02-07 BY: HWY		DATE: HWY SCALE:
PRESTRESSED CONCRETE BEAM DESIGN & ASSEMBLY NOTES REVISED STANDARD SHEET BR-B100		SHEET NO. 3 OF 4 BRIDGE NUMBER 29-16-4.44

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS ENGINEERING DIVISION		DESIGNED BY: HWY DRAWN BY: HWY CHECKED BY: HWY REVIEWED BY: HWY
BEAVER RUN BRIDGE OVER BEAVER RUN IN MINERAL COUNTY		DATE: HWY SCALE:
PRESTRESSED CONCRETE BEAM DESIGN & ASSEMBLY NOTES		SHEET NO. 3 OF 4 BRIDGE NUMBER 29-16-4.44

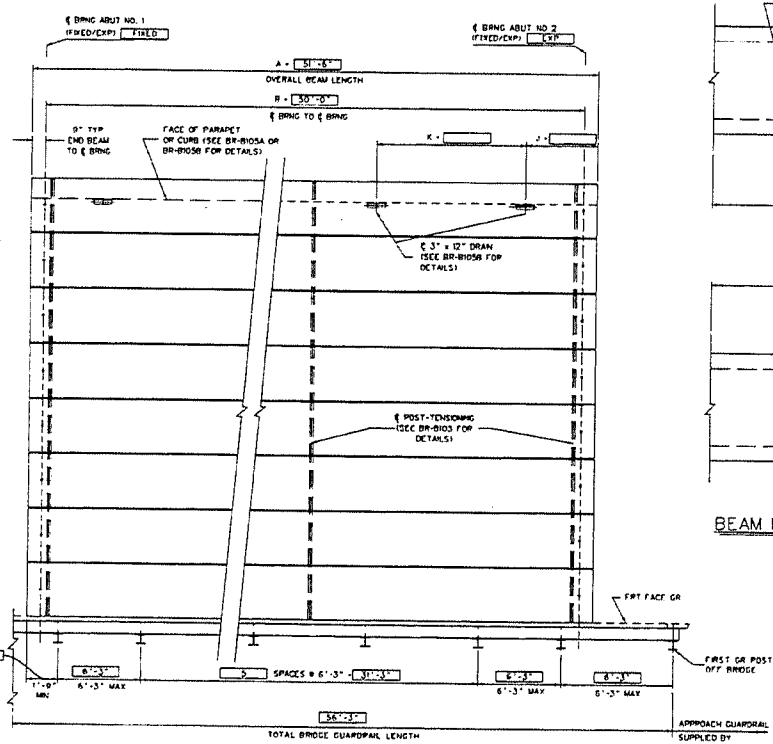
STATE PROJECT NUMBER	FEDERAL PROJECT NUMBER	STATE DIST. NO.	COUNTY	SHEET NO.	TOTAL SHEETS
S329-16-4.44		5	MINERAL	16	23



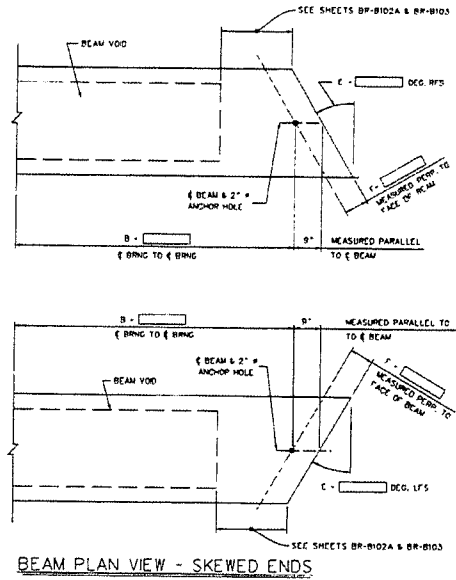
TYPICAL CROSS-SECTION WITH GUARDRAIL



TYPICAL CROSS-SECTION WITH PARAPET OR CURB



DECK PLAN VIEW



BEAM PLAN VIEW - SKEWED ENDS

ESTIMATE OF QUANTITIES

ITEM NO.	DESCRIPTION	UNITS	QUANTITY
60306	PRESTRESSED CONCRETE BOX BEAM	LF	412
40002	HMA WEARING COURSE	TN	13

CONTROL DIMENSIONS		
DESCRIPTION	CODE	VALUE
OVERALL BEAM LENGTH	A	51'-6"
SPAN LENGTH, (BEARING TO BEARING)	B	50'-0"
SUPERSTRUCTURE WIDTH - OUT TO OUT	C	24'-0"
ROADWAY WIDTH - FACE GR/PARAPET TO FACE GR/PARAPET	D	24'-0"
NUMBER OF BEAMS REQUIRED		8
BEAM SIZE (WIDTH x DEPTH)		36"x21"
SKEW ANGLE (NORMAL, DEG. R/S OR DEG. L/S)	E	NORMAL
PERPENDICULAR DISTANCE FROM FACE OF BEAM TO BEARING	F	0'
HRC WEARING COURSE REQUIRED (YES/NO)		YES
THICKNESS OF WEARING COURSE @ TOP OF DECK OR ROADWAY	G	3"
THICKNESS OF WEARING COURSE @ EDGE OF DECK OR PARAPET	H	1"
TL-2 BRIDGE GUARDRAIL SYSTEM REQUIRED (YES/NO)		YES
FABRICATOR TO SUPPLY TL-2 BRIDGE GUARDRAIL (YES/NO)		YES
FABRICATOR TO INSTALL BRIDGE GUARDRAIL PRIOR TO SHIPMENT (YES/NO) (IF NO, FABRICATOR TO SHIP LOOSE)		YES
NUMBER OF GUARDRAIL POST INSERTS REQUIRED PER SID		8
TYPE F PARAPET REQUIRED (YES/NO)		NO
DRAINS REQUIRED (YES/NO)		NO
NUMBER OF DRAINS REQUIRED PER SID		N/A
10" CURB REQUIRED (YES/NO)		NO

- NOTES:
- WHEN BRIDGE GUARDRAIL IS TO BE SUPPLIED BY THE BEAM FABRICATOR, COST OF ALL BRIDGE GUARDRAIL ITEMS TO INCLUDE POSTS, RAIL ELEMENTS, ATTACHMENT HARDWARE, AND MISCELLANEOUS ITEMS NEEDED TO COMPLETELY INSTALL BRIDGE GUARDRAIL, SHALL BE INCLUDED IN ITEM 60306 "PRESTRESSED CONCRETE BOX BEAM"
  - THIS SHEET SHALL BE USED IN CONJUNCTION WITH STANDARD SHEETS BR-B17A & B THRU BR-B42A & B, BR-B100, BR-B102A & B, BR-B103, BR-B104, BR-B105A & B AND BR-B105.

DESIGNED BY: [Signature]

DRAWN BY: [Signature]

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
ENGINEERING DIVISION

PREPARED: 07-02-07

PRESTRESSED CONCRETE BEAM

DESIGN AND ASSEMBLY NOTES

STANDARD SHEET BR-B101

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
ENGINEERING DIVISION

BEAVER RUN BRIDGE  
OVER  
BEAVER RUN  
IN  
MINERAL COUNTY

PRESTRESSED CONCRETE BEAM  
DESIGN & ASSEMBLY NOTES

DESIGNED BY: [Signature]

DRAWN BY: [Signature]

CHECKED BY: [Signature]

REVIEWED BY: [Signature]

DATE DVM

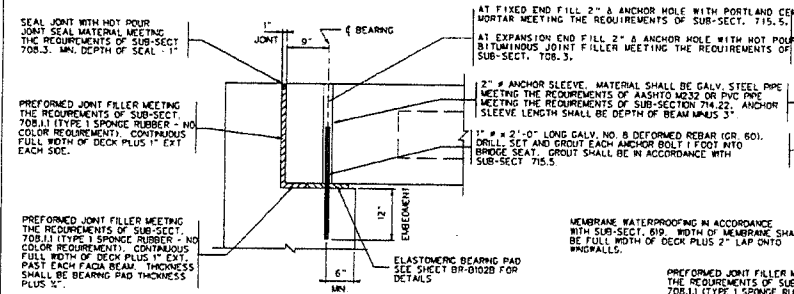
SCALE

SHEET NO. 4 OF 9

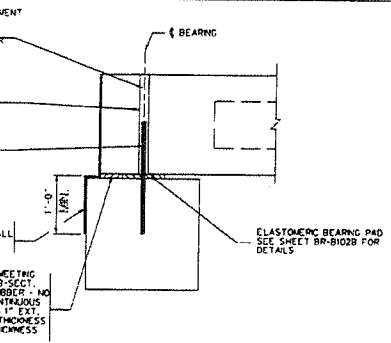
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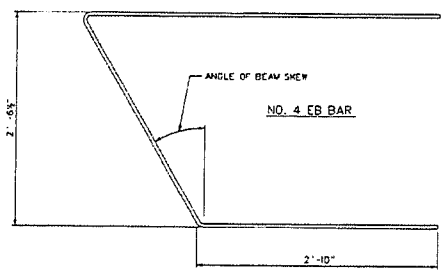
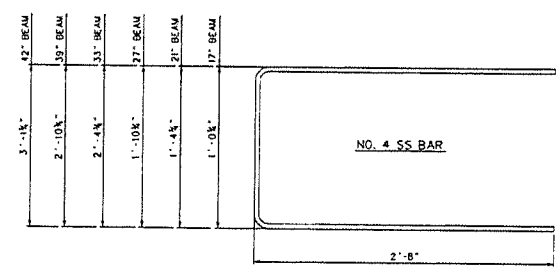
STATE PROJECT NUMBER	FEDERAL PROJECT NUMBER	STATE DIST. NO.	COUNTY	SHEET NO.	TOTAL SHEETS
5329-16-4.44		5	MINERAL	17	23



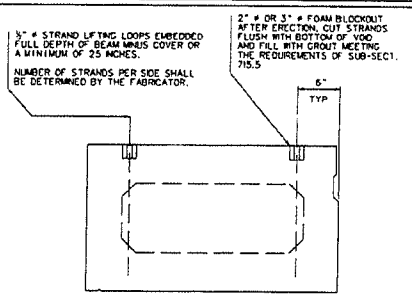
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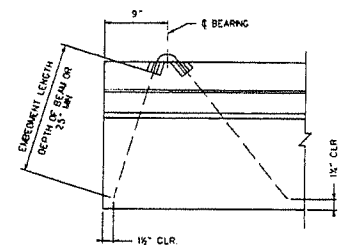
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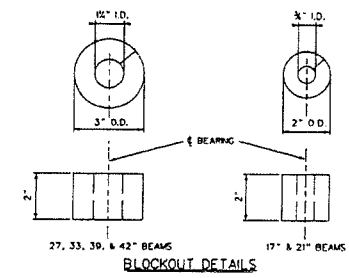
LIFTING DETAILS



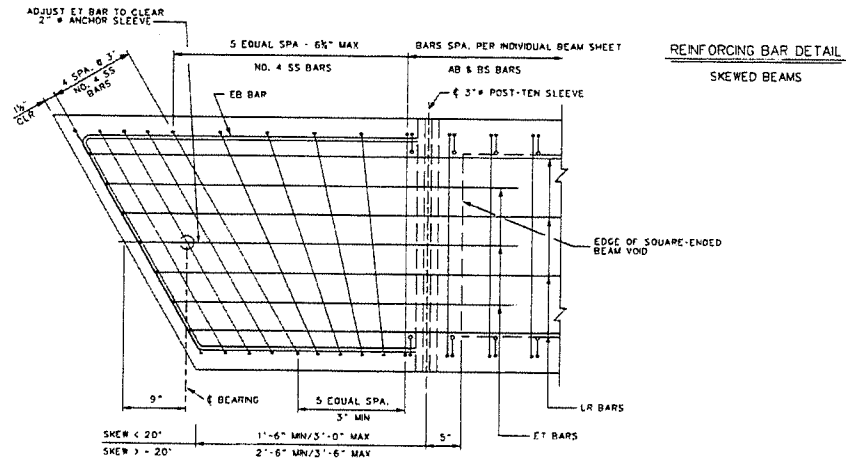
END VIEW



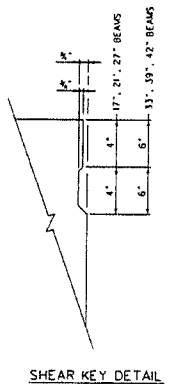
SIDE VIEW



BLOCKOUT DETAILS



END BLOCK DETAIL - SKEWED BEAMS  
WO/POST-TEN. ACCESS POCKET



SHEAR KEY DETAIL

THIS SHEET SHALL BE USED IN CONJUNCTION WITH STANDARD SHEETS BR-B10A & B THRU BR-B104 & B, BR-B100, BR-B101, BR-B102B, BR-B103, BR-B104, BR-B105A & B AND BR-B106 AS APPROPRIATE.

APPROVED: *Gregory Bailey* DIRECTOR, ENGINEERING DIVISION DATE: 07-25-07

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS ENGINEERING DIVISION

PREPARED: 07-02-07

PROJECT: PRESTRESSED CONCRETE BEAM SKEWED END REINFORCING MISC. DESIGN AND ASSEMBLY DETAILS

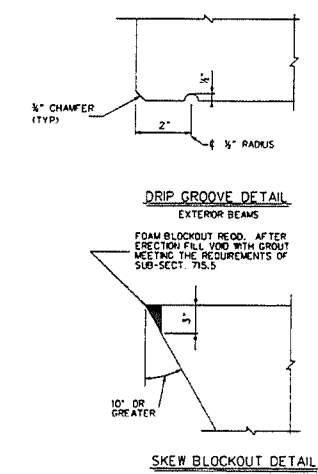
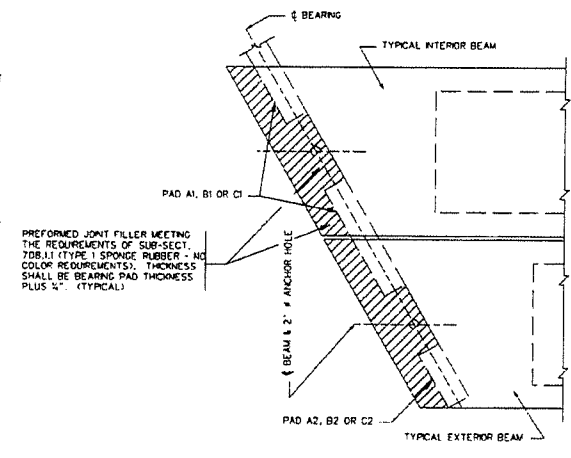
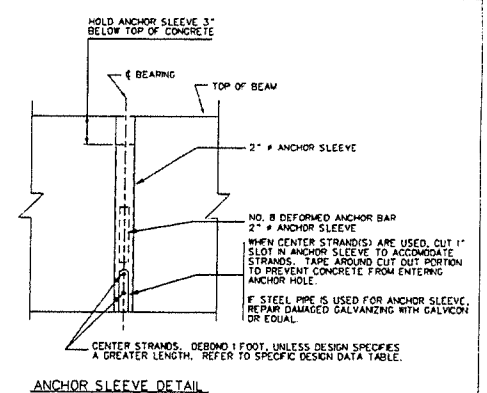
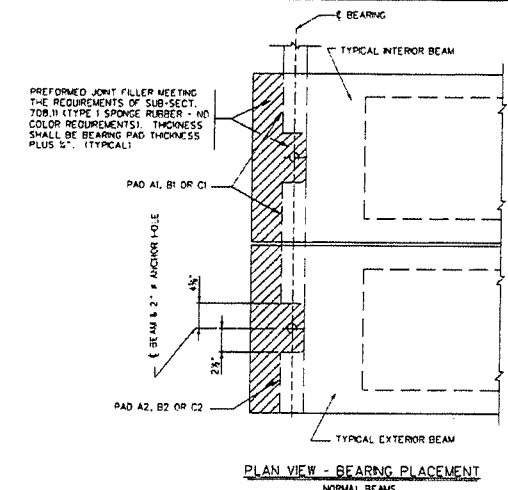
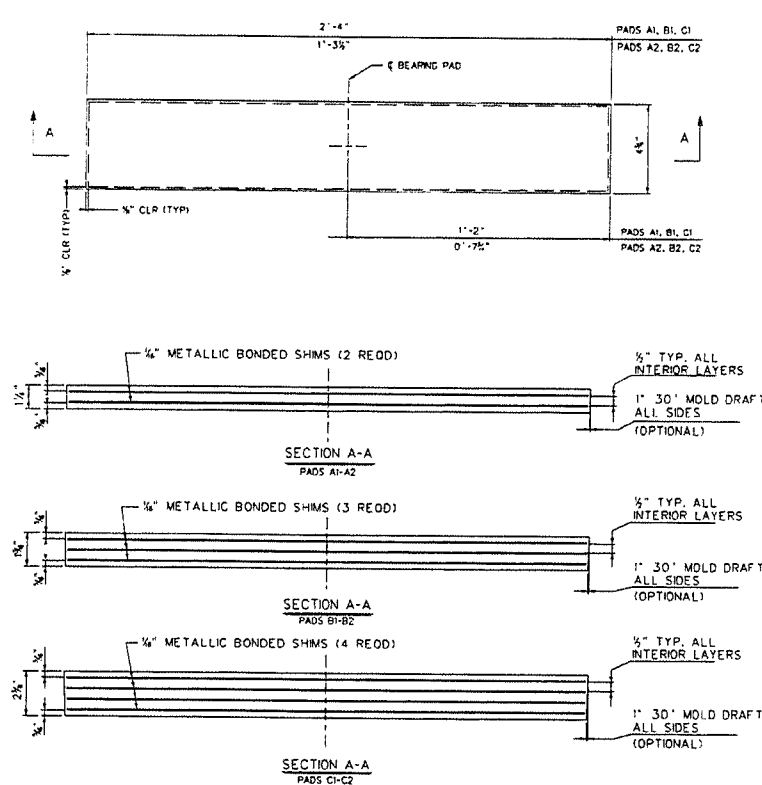
REVISED STANDARD SHEET BR-B102A

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS ENGINEERING DIVISION

BEAVER RUN BRIDGE OVER BEAVER RUN IN MINERAL COUNTY

DESIGNED BY: TMW/ KRL  
DRAWN BY: TMW/ KRL  
CHECKED BY: TMW/  
REVIEWED BY: TMW/  
DATE: 01/16  
SCALE:  
SHEET 5 of 9  
BRIDGE NO. 29-16-4.44

STATE PROJECT NUMBER	FEDERAL PROJECT NUMBER	STATE DIST. NO.	COUNTY	SHEET NO.	TOTAL SHEETS
S329-16-4.44		5	MINERAL	18	23



PAD	LENGTH	WIDTH	HEIGHT	NO. SHIMS	SHIM SIZE	SPAN RANGES	MAXIMUM REACTION	MAXIMUM MOVEMENT ONE DIRECTION
A1	4'-0"	28"	1 1/2"	2	1/2" x 4 1/2" x 2" - 3/16"	20' - 38'	55 KIPS	0.39"
B1	4'-0"	28"	1 1/2"	3	1/2" x 4 1/2" x 2" - 3/16"	40' - 78'	75 KIPS	0.80"
C1	4'-0"	28"	2 1/2"	4	1/2" x 4 1/2" x 2" - 3/16"	80' - 100'	89 KIPS	1.02"
A2	4'-0"	15 1/2"	1 1/2"	2	1/2" x 4 1/2" x 1" - 3/16"	20' - 38'	28 KIPS	0.39"
B2	4'-0"	15 1/2"	1 1/2"	3	1/2" x 4 1/2" x 1" - 3/16"	40' - 78'	38 KIPS	0.80"
C2	4'-0"	15 1/2"	2 1/2"	4	1/2" x 4 1/2" x 1" - 3/16"	80' - 100'	45 KIPS	1.02"

- NOTES:**
- ELASTOMERIC BEARING PADS ARE DESIGNED IN ACCORDANCE WITH DESIGN METHOD B CONTAINED IN SECTION 14 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS. FABRICATION SHALL BE IN ACCORDANCE WITH SECTION 18 OF THE AASHTO LRFD BRIDGE CONSTRUCTION SPECIFICATIONS.
  - ALL BEARINGS ARE DESIGNED FOR A LOW TEMPERATURE ZONE C, AND SHALL HAVE A DUNLOPETER HARDNESS OF 80. METALLIC REINFORCEMENT SHALL HAVE A MINIMUM YIELD STRENGTH OF 36 KSI.
  - BEARING PADS ARE DESIGNED FOR ZERO BRIDGE GRADE FOR BRIDGE GRADES GREATER THAN 5%, PADS SHALL BE SPECIFICALLY DESIGNED FOR THE GRADE. AS AN ALTERNATE, CAST-IN-PLACE REVELED SOLE PLATES MAY BE USED.
  - DESIGNER, FABRICATOR AND ERECTOR SHALL BE AWARE THAT SKEWED END BEAMS MAY TWIST OR WARP, CAUSING UNEVEN BEAM SEATING AT THE BEARINGS. THE CONTRACTOR IS REQUIRED TO CORRECT AT THE TIME OF ERECTION, BEFORE THE BEAMS ARE SECURED IN PLACE. METHOD OF CORRECTION SHALL PROVIDE AN EVEN, TOTAL BEARING AND A LEVEL TOP BEAM SURFACE. TOLERANCE AFTER CORRECTION SHALL BE 1/4" INCH. THE FABRICATOR SHALL NOTIFY THE CONTRACTOR AND DESIGNER IF CORRECTIONS ARE REQUIRED PRIOR TO SHIMMING.
  - FOR BEAMS WITH STEPPED ENDS USE PADS A2, B2, OR C2 ON BOTH SIDES OF EACH BEAM.
  - ELASTOMERIC BEARING PADS SHALL BE INCLUDED IN THE PRICE OF THE BEAMS.
  - THIS SHEET SHALL BE USED IN CONJUNCTION WITH STANDARD SHEETS BR-B17A & B, BR-B17B & B, BR-B18A & B, BR-B18B & B, BR-B19A & B, BR-B19B & B, BR-B20A & B, BR-B20B & B, BR-B21A & B, BR-B21B & B, BR-B22A & B, BR-B22B & B, BR-B23A & B, BR-B23B & B, BR-B24A & B, BR-B24B & B, BR-B25A & B, BR-B25B & B, BR-B26A & B, BR-B26B & B, BR-B27A & B, BR-B27B & B, BR-B28A & B, BR-B28B & B, BR-B29A & B, BR-B29B & B, BR-B30A & B, BR-B30B & B, BR-B31A & B, BR-B31B & B, BR-B32A & B, BR-B32B & B, BR-B33A & B, BR-B33B & B, BR-B34A & B, BR-B34B & B, BR-B35A & B, BR-B35B & B, BR-B36A & B, BR-B36B & B, BR-B37A & B, BR-B37B & B, BR-B38A & B, BR-B38B & B, BR-B39A & B, BR-B39B & B, BR-B40A & B, BR-B40B & B, BR-B41A & B, BR-B41B & B, BR-B42A & B, BR-B42B & B, BR-B43A & B, BR-B43B & B, BR-B44A & B, BR-B44B & B, BR-B45A & B, BR-B45B & B, BR-B46A & B, BR-B46B & B, BR-B47A & B, BR-B47B & B, BR-B48A & B, BR-B48B & B, BR-B49A & B, BR-B49B & B, BR-B50A & B, BR-B50B & B, BR-B51A & B, BR-B51B & B, BR-B52A & B, BR-B52B & B, BR-B53A & B, BR-B53B & B, BR-B54A & B, BR-B54B & B, BR-B55A & B, BR-B55B & B, BR-B56A & B, BR-B56B & B, BR-B57A & B, BR-B57B & B, BR-B58A & B, BR-B58B & B, BR-B59A & B, BR-B59B & B, BR-B60A & B, BR-B60B & B, BR-B61A & B, BR-B61B & B, BR-B62A & B, BR-B62B & B, BR-B63A & B, BR-B63B & B, BR-B64A & B, BR-B64B & B, BR-B65A & B, BR-B65B & B, BR-B66A & B, BR-B66B & B, BR-B67A & B, BR-B67B & B, BR-B68A & B, BR-B68B & B, BR-B69A & B, BR-B69B & B, BR-B70A & B, BR-B70B & B, BR-B71A & B, BR-B71B & B, BR-B72A & B, BR-B72B & B, BR-B73A & B, BR-B73B & B, BR-B74A & B, BR-B74B & B, BR-B75A & B, BR-B75B & B, BR-B76A & B, BR-B76B & B, BR-B77A & B, BR-B77B & B, BR-B78A & B, BR-B78B & B, BR-B79A & B, BR-B79B & B, BR-B80A & B, BR-B80B & B, BR-B81A & B, BR-B81B & B, BR-B82A & B, BR-B82B & B, BR-B83A & B, BR-B83B & B, BR-B84A & B, BR-B84B & B, BR-B85A & B, BR-B85B & B, BR-B86A & B, BR-B86B & B, BR-B87A & B, BR-B87B & B, BR-B88A & B, BR-B88B & B, BR-B89A & B, BR-B89B & B, BR-B90A & B, BR-B90B & B, BR-B91A & B, BR-B91B & B, BR-B92A & B, BR-B92B & B, BR-B93A & B, BR-B93B & B, BR-B94A & B, BR-B94B & B, BR-B95A & B, BR-B95B & B, BR-B96A & B, BR-B96B & B, BR-B97A & B, BR-B97B & B, BR-B98A & B, BR-B98B & B, BR-B99A & B, BR-B99B & B, BR-B100A & B, BR-B100B & B.

APPROVED: *Gregory B. ...* DATE: 10-23-07  
 DIRECTOR, ENGINEERING DIVISION

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 ENGINEERING DIVISION

PREPARED: 07-02-07

PRESTRESSED CONCRETE BEAM  
 ELASTOMERIC BEARING PAD DETAILS  
 MISC. DESIGN AND ASSEMBLY DETAILS

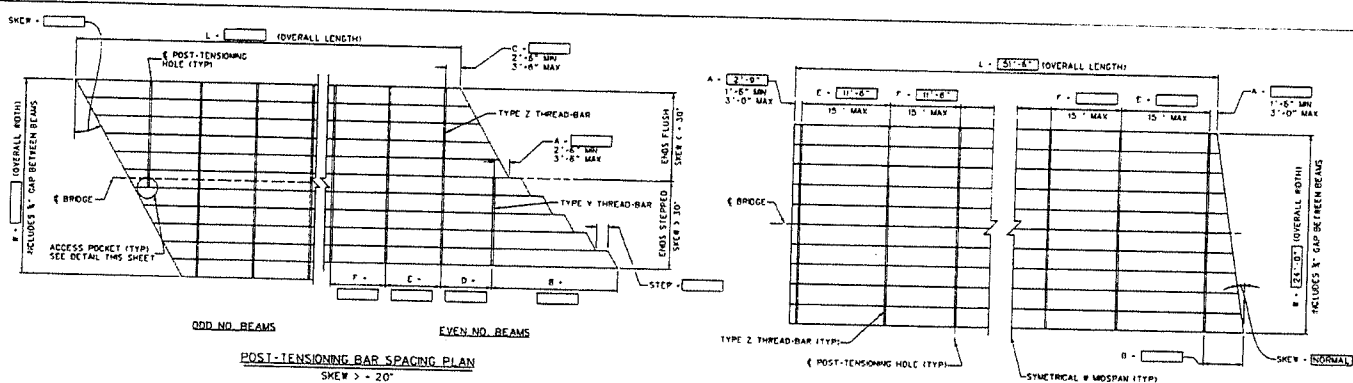
REVISED STANDARD SHEET BR-B102B

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 ENGINEERING DIVISION

BEAVER RUN BRIDGE  
 OVER  
 BEAVER RUN  
 IN  
 MINERAL COUNTY

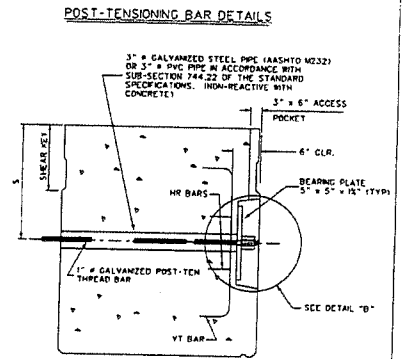
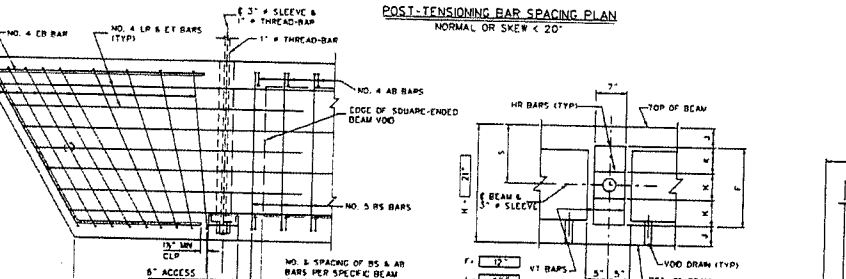
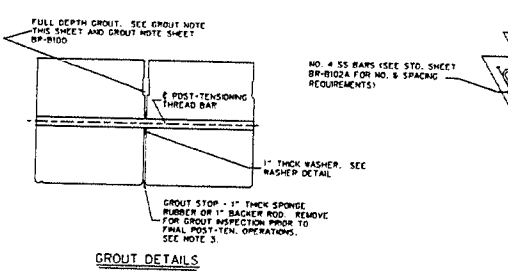
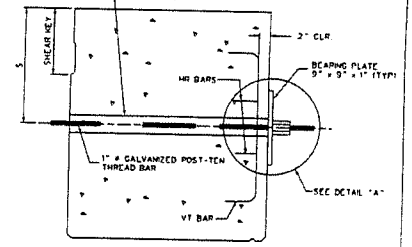
DESIGNED BY: THB/...  
 DRAWN BY: THB/KDL  
 CHECKED BY: THB/...  
 REVIEWED BY: THB/...  
 DATE: 07-18  
 SCALE:  
 SHEET 18 OF 19  
 BRIDGE NO. 29-16-4.44

STATE PROJECT NUMBER	FEDERAL PROJECT NUMBER	STATE DIST. NO.	COUNTY	SHEET NO.	TOTAL SHEETS
5328-16-4.44		5	MINERAL	10	23



REFER TO STANDARD SHEET BR-1024 FOR SHEAR KEY DETAILS.

3" # GALVANIZED STEEL PIPE (AASHTO M252) OR 3" # PVC PIPE IN ACCORDANCE WITH SUB-SECTION 744.22 OF THE STANDARD SPECIFICATIONS. (NON-REACTIVE WITH CONCRETE)



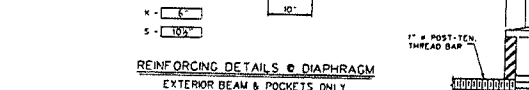
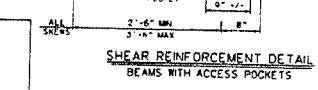
**PROCEDURE NOTES**

- INSTALL ONE INCH THICK WASHER AND GROUT STOP BY GLUING TO ONE SIDE, FOR THE ENTIRE LENGTH OF EACH BEAM PRIOR TO SETTING BEAMS. GROUT SHALL BE AN APPROVED CONSTRUCTION TYPE CLUC OR EPOXY ADHESIVE. GROUT STOP MAY BE INSTALLED AFTER BEAMS ARE SET.
- GLUE A 2" x 2" x 2" PIECE OF PRESSURE TREATED PLYWOOD AT EACH THREAD-BAR LOCATION TO INSURE THAT A "X" GAP IS OBTAINED. PLYWOOD SPACERS TO BE OFFSET APPROXIMATELY 2 FEET ON ONLY ONE BEAM EDGE FACE AND CENTERED ON THE HOLE DEPTH. PLYWOOD SPACERS ARE REQUIRED FROM THE THREAD-BAR FACE OF ADJUTING BEAMS. AFTER THE BEAMS ARE SET AND THE THREAD-BARS INSTALLED, PULL THE ENTIRE SUPERSTRUCTURE TOGETHER BY APPLYING A POST-TENSIONING FORCE OF APPROXIMATELY 3000 POUNDS. AT THIS STAGE THE GAP BETWEEN BEAMS SHALL BE A UNIFORM 4" WITH ALL SKEW REMOVED. RECORD THE ACTUAL FORCE APPLIED.
- FILL THE GAP BETWEEN BEAMS AND SHEAR KEY FULL DEPTH WITH THE PRE-APPROVED, PRE-TESTED GROUT MIXTURE. FROM EACH BATCH, PREPARE JOB CONTROL GROUT CUBES FOR THREE AND SEVEN DAY TESTS. THESE JOB CONTROL SAMPLES WILL BE USED TO DETERMINE WHEN THE GROUT HAS ATTAINED A MINIMUM COMPRESSIVE STRENGTH OF 4500 PSI. A MINIMUM OF THREE SPECIMENS PER TEST SHALL BE OBTAINED, AND THE AVERAGE OF THE TEST RESULTS USED. ACCEPTANCE SAMPLING AND TESTING OF THE GROUT IS THE RESPONSIBILITY OF THE CONTRACTOR; HOWEVER, A REPRESENTATIVE OF THE PLYWOOD SHALL WITNESS ALL OF THE ACCEPTANCE SAMPLING AND TESTING.

TEST PROCEDURE SHALL BE ASTM C109 AS MODIFIED BY ASTM C107. IN NO INSTANCE SHALL THE CONTRACTOR PROCEED WITH POST-TENSIONING OR OTHER BEAM ERECTION PROCEDURES UNTIL THE REQUIRED MINIMUM GROUT STRENGTH IS ATTAINED AND VERIFIED BY THE ENGINEER. IN THE EVENT THAT THE MINIMUM GROUT STRENGTH IS NOT ATTAINED, THE ENGINEER SHALL BE NOTIFIED AND CORRECTIVE ACTION TAKEN AT THE DIRECTION OF THE ENGINEER. SEE SHEAR KEY GROUT NOTE, SHEET BR-1000 FOR ADDITIONAL REQUIREMENTS.

AFTER THE GROUT HAS REACHED AN INITIAL SET CONDITION AND PRIOR TO ANY FINAL POST-TENSIONING PROCEDURES, THE CONTRACTOR SHALL REMOVE THE GROUT STOP AND INSPECT THE GROUT FOR Voids IN A MANNER ACCEPTABLE TO THE ENGINEER.

- AFTER GROUT AS BEEN PLACED AND REACHED IT'S 5 MINIMUM COMPRESSIVE STRENGTH OF 4500 PSI AND HAS CURED A MINIMUM OF 3 DAYS, APPLY 50% OF THE FINAL POST-TENSIONING FORCE TO ALL THREAD-BARS, INCLUDING BEAM ENDS TO MIDSPAN. AFTER ALL THREAD-BARS HAVE BEEN TENSIONED TO 50%, APPLY THE REMAINING PERCENTAGE OF FINAL POST-TENSIONING FORCE, WORKING IN THE SAME SEQUENCE AS THE FIRST STAGE OF FINAL TENSIONING.
- MEASURE AND RECORD IN THE ELONGATION TABLE, THIS SHEET, THE ACTUAL TOTAL ELONGATION OF EACH THREAD-BAR COMPARE THE MEASURED ELONGATION TO THE CALCULATED ELONGATION. A SIGNIFICANT DIFFERENCE BETWEEN MEASURED AND CALCULATED ELONGATIONS COULD INDICATE IMPROPER JACKING TECHNIQUES, FAULTY MATERIALS, FAULTY JACKS, OR IMPROPERLY CALIBRATED JACKS. IF THE DIFFERENCE IS GREATER THAN 10%, THEN THE JACK SHALL BE RE-CALIBRATED AND THE JACKING TECHNIQUES EVALUATED. ENGINEER SHALL BE NOTIFIED AND CORRECTIVE ACTION TAKEN AT THE DIRECTION OF THE ENGINEER. WHEN ALL COSTS INVOLVED IN CORRECTION SHALL BE AT THE CONTRACTORS EXPENSE.
- LONG BAR, TRIM EXCESS THREAD-BAR LEAVING 4" TO 6" PAST THE NUT; DO NOT TRIM THREAD-BARS BY TORCH CUTTING. TOUCHUP TRIMMED ENDS WITH GALVNEO OR EQUAL.
- INSTALL ANCHOR DOBELS AS DETAIL ON STANDARD SHEETS BR-1010 AND BR-1024.



**FINAL POST-TENSIONING FORCE**  
TYPE Z BARS = 80 KIPS  
TYPE Y BARS = 40 KIPS

SPAW	1
L	NORMAL
S	31'-6"
W	24'-0"
A	2'-0"
B	N/A
C	N/A
D	N/A
E	11'-6"
F	11'-6"
STEP	N/A

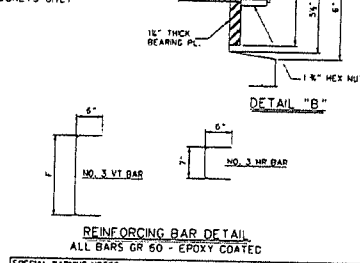
BEAM SIZE	BEAM INCREASED BAR DIST
H	F J K S
IN.	IN. IN. IN. IN.
12	12 20 8 8 1/2
21	12 4 1/2 4 15 1/2
27	12 2 1/2 6 13 1/2
33	24 4 1/2 8 15 1/2
39	30 4 1/2 10 19 1/2
42	33 4 1/2 11 21

PRE-TEST STRENGTH	3 DAY (PSI)	7 DAY (PSI)
JOB CONTROL STRENGTH		
GROUT TYPE & MANUFACTURER		

BAR VIEW	FORMULA	LENGTH
VIEW 1	3-F	N/A
VIEW 2	6-F	27'-0"
VIEW 3	3-F	N/A

BAR	CODE	CALC.	MEASURED									
			NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8		
Z	①	0.97										
V	②	N/A										

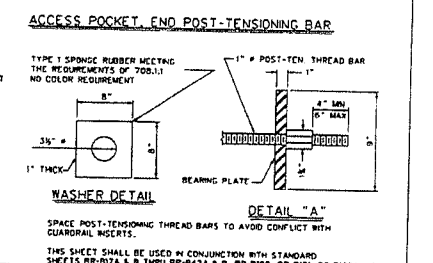
CALCULATED ① - WFT 1.1 24.8  
CALCULATED ② - WFT 1.1 29.7



**SPECIAL WARNING NOTES**

- DO NOT STAND IN LINE WITH THE POST-TENSIONING BAR DURING TENSIONING PROCEDURES.
- NUTS, COUPLERS AND EXTENSION RODS USED IN THE POST-TENSIONING WORK SHALL BE THE MATERIAL APPROVED BY THE MANUFACTURER OF THE HIGH STRENGTH POST-TENSIONING RODS. IN NO CASE SHALL THE CONTRACTOR USE NON-APPROVED MATERIAL OR MATERIAL FROM TWO DIFFERENT SOURCES.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
ENGINEERING DIVISION  
PRESTRESSED CONCRETE BEAM  
TRANSVERSE POST-TENSIONING DETAILS  
STANDARD SHEET BR-1013

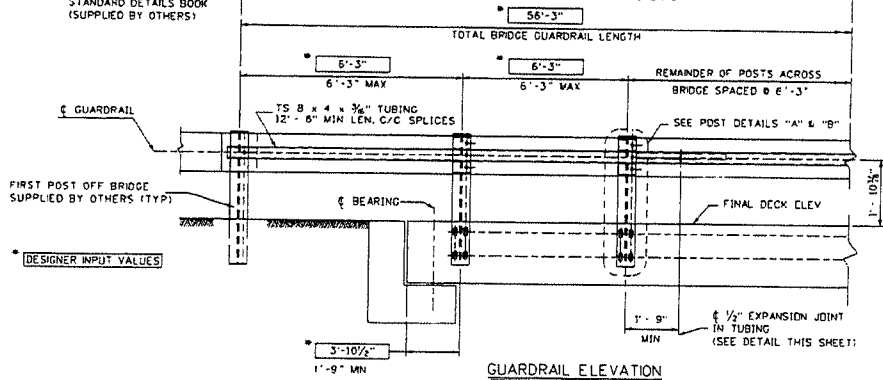


WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
ENGINEERING DIVISION  
BEAVER RUN BRIDGE  
OVER  
BEAVER RUN  
IN  
MINERAL COUNTY  
PRESTRESSED CONCRETE BEAM  
TRANSVERSE POST-TENSIONING DETAILS

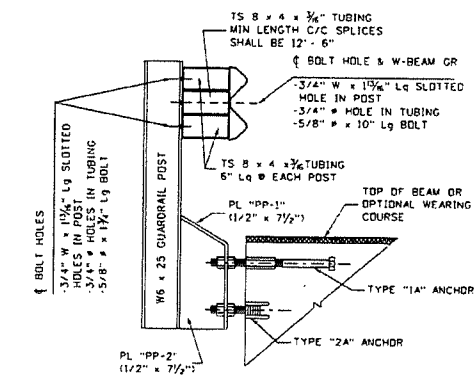
DESIGNED BY: THOMAS  
DRAWN BY: THOMAS  
CHECKED BY: THOMAS  
DATE: 8/18  
SCALE:  
SHEET NO. 7 OF 9  
BRIDGE NUMBER  
29-16-4.44

BRIDGE APPROACH GUARDRAIL  
SEE SHEETS GR THRU GR11,  
STANDARD DETAILS BOOK  
(SUPPLIED BY OTHERS)

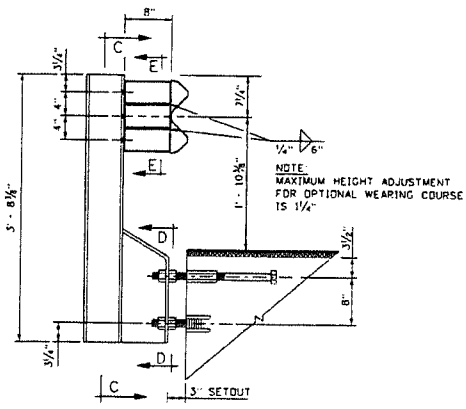
NOTE TO BEAM FABRICATOR. REFER TO BR-910  
FOR SUPPLY AND INSTALLATION REQUIREMENTS



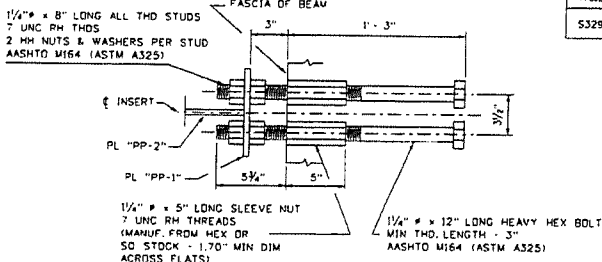
GUARDRAIL ELEVATION



GUARDRAIL POST DETAIL "A"

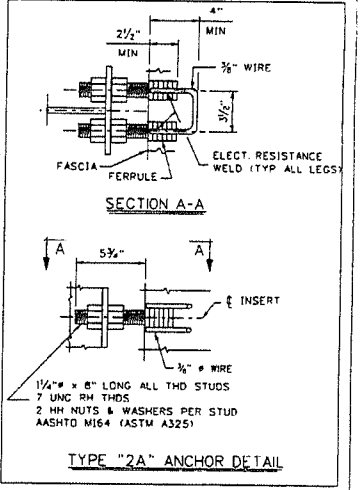


GUARDRAIL POST DETAIL "B"

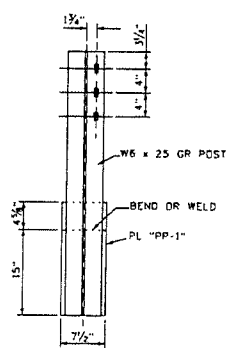


TYPE "1A" ANCHOR DETAIL

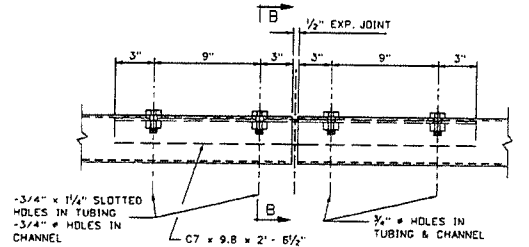
STATE PROJECT NUMBER	FEDERAL PROJECT NUMBER	STATE DIST NO.	COUNTY	SHEET NO.	TOTAL SHEETS
5329-16-4.44		5	MINERAL	20	23



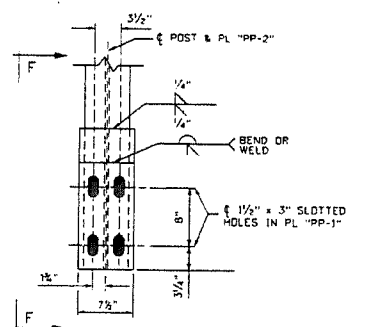
TYPE "2A" ANCHOR DETAIL



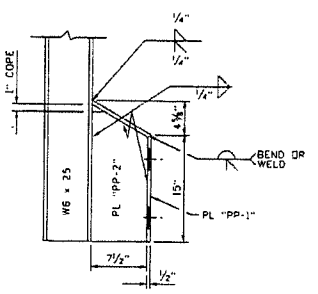
SECTION C-C



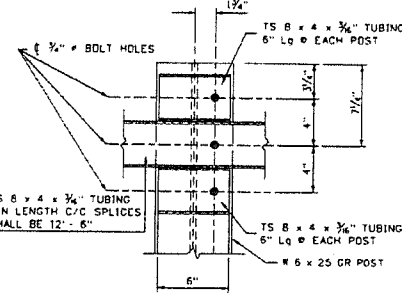
TUBING SPLICE/EXPANSION JOINT DETAIL



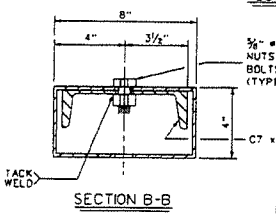
SECTION D-D



SECTION F-F



SECTION E-E



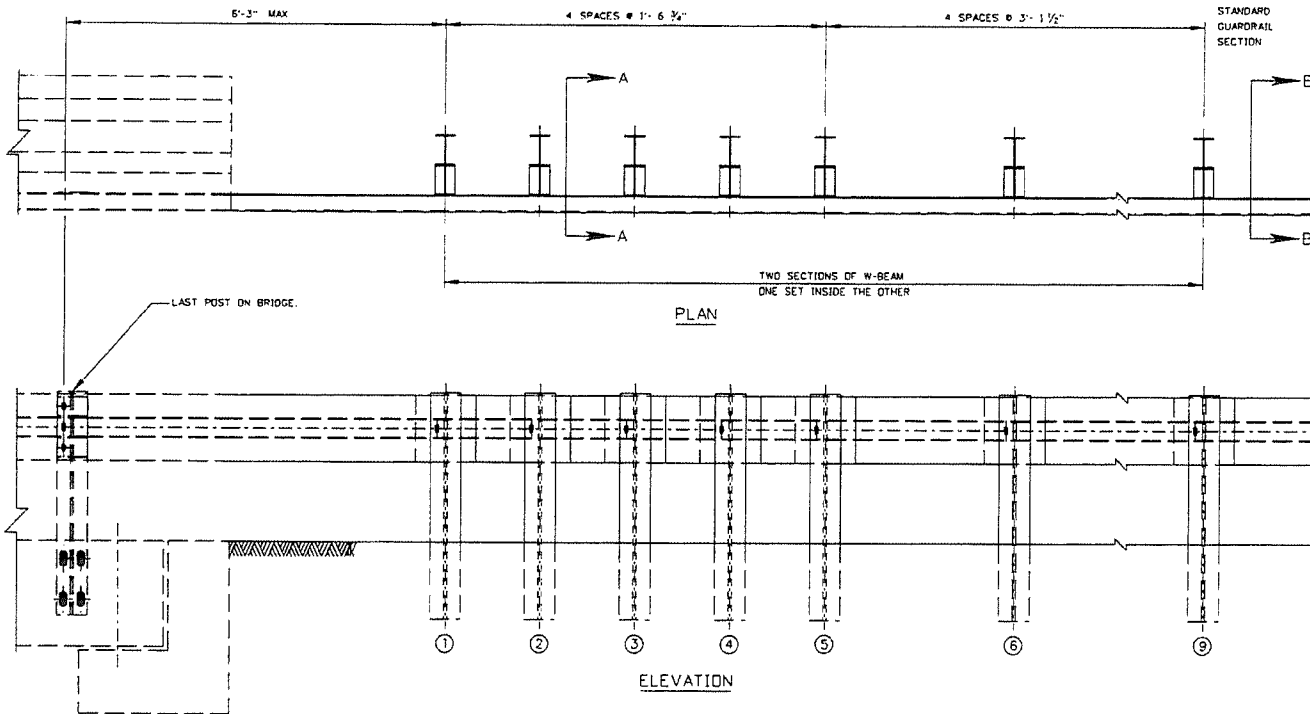
SECTION B-B

THIS SHEET SHALL BE USED IN CONJUNCTION WITH STANDARD SHEETS BR-B17A & B THRU BR-B42A & B, BR-B100, BR-B101, BR-B102A & B, AND BR-B103 AS APPLICABLE.

DESIGNED BY	DATE
...	...
CHECKED BY	DATE
...	...
PREPARED BY	DATE
...	...
SCALE	SHEET NO. OF
...	...
BRIDGE NUMBER	DATE
...	...

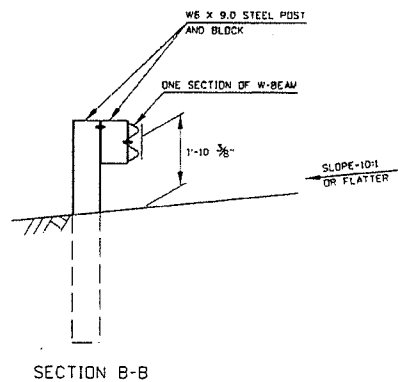
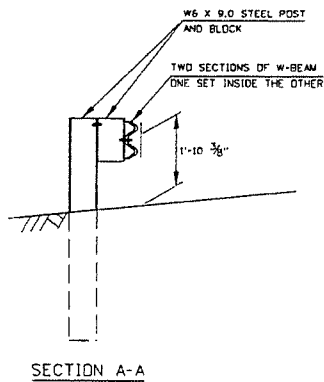
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS ENGINEERING DIVISION	
<b>BEAVER RUN BRIDGE OVER BEAVER RUN IN MINERAL COUNTY</b>	
<b>PRESTRESSED CONCRETE BEAM TYPE TL-2 GUARDRAIL SYSTEM DESIGN &amp; ASSEMBLY DETAILS</b>	
DESIGNED BY: [Signature] DATE: 01/16 SCALE: SHEET NO. OF: 20 OF 23 BRIDGE NUMBER: 29-16-4.44	

PROJECT NUMBERS		DISTRICT	COUNTY	SHEET NO.	TOTAL
STATE	FEDERAL				
S329-16-4.44	---	5	MINERAL	21	23



**NOTES**

1. THIS GUARDRAIL TRANSITION IS APPROPRIATE FOR CONNECTION TO GUARDRAIL ON BRIDGE.
2. W-BEAM IS NOT BOLTED TO POSTS AT POSTS 2 THROUGH 4 AND POST 6.
3. SEE STANDARD SHEET BR-B104 FOR ANCHOR DETAILS.
4. THERE IS NO SEPARATE PAY ITEM FOR THIS CONNECTION AND ALL COMPONENTS AS DETAILED HEREIN SHALL BE INCLUDED IN THE CONTRACT PRICE FOR GUARDRAIL.



THIS SHEET SHALL BE USED IN CONJUNCTION WITH STANDARD SHEETS BR-B17A & B THRU BR-B42A & B, BR-B100, BR-B101, BR-B102A & B, BR-B103 AND BR-B104 AS APPLICABLE.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
ENGINEERING DIVISION

BEAVER RUN BRIDGE  
OVER  
BEAVER RUN  
IN  
MINERAL COUNTY

TYPE TL-2 GUARDRAIL TRANSITION

DESIGNED BY: TW/
DRAWN BY: BH/KDL
CHECKED BY: TW/
REVIEWED BY: THB/
DATE: 01/16
SCALE:
SHEET 9 OF 9
BRIDGE NO. 29-16-4.44

APPROVED: <i>James B. ...</i>	DATE: 07-25-07
DIRECTOR, ENGINEERING DIVISION	
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS ENGINEERING DIVISION	PREPARED 07-02-07
PRESTRESSED CONCRETE BEAM TYPE TL-2 GUARDRAIL SYSTEMS DESIGN & ASSEMBLY DETAILS	REVISIONS
STANDARD SHEET BR-B106	

Pricing Page  
 RFQ# 05160332  
 EXHIBIT A

Item Number	Quantity	Unit of Measure	Description	Unit Price	Total
1	2	EACH	<b>Exterior Beams</b> 21" Depth x 36" Width by 51' 6" Overall Length (Ship with Guardrail & Hardware attached)	9072.50	18145.00
2	6	EACH	<b>Interior Beams</b> 21" Depth x 36" Width by 51' 6" Overall Length	9072.50	54,435.00
3	18	EACH	<b>Elastomeric Bearing Pads</b> B1 (14) = 1 13/16" Height by 28" Width by 4 3/4" Length B2 (4) = 1 13/16" Height by 15 1/2" Width by 4 3/4" Length	300.00	5400.00
4	16	EACH	<b>Deformed Anchor Bolts</b> 1" Diameter by 2' -0" Length	20.00	320.00
5	122	LF	<b>Preformed Joint Filler</b> 1" thick by 21" Width (55 LF) 2 1/16" thick by 6" Width (55 LF) 2 1/16" thick by 4 3/4" Width (12 LF)	30.00	3660.00
6	5	EACH	<b>Post Tensioning Bars</b> 1" Diameter by 27' Length with Hardware, Threaded	500.00	2500.00
GRAND TOTAL					\$ 84,460.00

VENDOR NAME	
VENDOR ADDRESS	
PHONE #	
EMAIL	
SIGNATURE	

# 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 for four (4) years immediately preceding the date of this certification; **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;  
 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.

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: EASTERN VAULT Co., Inc.

Signed: 

Date: 5-20-16

Title: VP i GM

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

# PURCHASING AFFIDAVIT

**MANDATE:** 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 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: EASTERN VAULT CO., INC.

Authorized Signature: [Signature] Date: 5-20-16

State of West Virginia

County of Mercer, to-wit:

Taken, subscribed, and sworn to before me this 20 day of May, 2016

My Commission expires March 26, 2023

**AFFIX SEAL HERE**



**NOTARY PUBLIC** [Signature]  
*Purchasing Affidavit (Revised 08/01/2015)*