



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 1

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 542908

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0803

Vendor ID: 000000201886

SO Doc ID: DOT1900000079

Legal Name: EASTERN VAULT COMPANY INC

Published Date: 2/27/19

Alias/DBA:

Close Date: 3/14/19

Total Bid: \$80,197.50

Close Time: 13:30

Response Date: 03/11/2019

Status: Closed

Response Time: 13:32

Solicitation Description: (02190116) PRE-STRESSED  
CONCRETE BOX BEAM &

Apply Default Values to Commodity Lines

View Procurement Folder



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

State of West Virginia  
Solicitation Response

Proc Folder : 542908

Solicitation Description : (02190116) PRE-STRESSED CONCRETE BOX BEAM & ACCESSORIES

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-03-14 13:30:00	SR 0803 ESR03111900000004108	1

VENDOR

000000201886

EASTERN VAULT COMPANY INC

Solicitation Number: CRFQ 0803 DOT19000000079

Total Bid : \$80,197.50      Response Date: 2019-03-11      Response Time: 13:32:23

Comments:

FOR INFORMATION CONTACT THE BUYER

Crystal Rink  
(304) 558-2402  
crystal.g.rink@wv.gov

Signature on File

FEIN #

DATE

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 Beam 17" prestressedconcrete box beam (3'	75.00000	LF	\$135.000000	\$10,125.00

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description :	Exterior Beam 17" prestressedconcrete box beam (3' Wide)2 beams x 37.5'
------------------------	-------------------------------------------------------------------------

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Interior Beam 17" prestressedconcrete box beam (3'	262.50000	LF	\$135.000000	\$35,437.50

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description :	Interior Beam 17" prestressedconcrete box beam (3' Wide)7 beams x 37.5'
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	1" Diameter x 2'-0" Anchorbolt or No. 8 galv. deformed reb	18.00000	EA	\$20.000000	\$360.00

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description :	1" Diameter x 2'-0" Anchorbolt or No. 8 galv. deformed rebar
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Thick sponge rubber Preformed joint filler	1.00000	LS	\$3,000.000000	\$3,000.00

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description :	Thick sponge rubber Preformed joint filler
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	1" Diameter Post- Tensioning Bar w/nuts and bearing plates	4.00000	EA	\$700.000000	\$2,800.00

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description :	1" Diameter Post- Tensioning Bar w/nuts and bearing plates
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Guardrail Attachment Assembly for box beam	12.00000	EA	\$250.000000	\$3,000.00

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description :	Guardrail Attachment Assembly for box beam w/ studs, nut and washers
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	TL2 Guardrail	87.50000	LF	\$250.000000	\$21,875.00

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description :	TL2 Guardrail
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Elastomeric Bearing Pads(18 A2 Pads)	18.00000	EA	\$200.000000	\$3,600.00

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description :	Elastomeric Bearing Pads(18 A2 Pads)
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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: 542908

Doc Description: (02190116) PRE-STRESSED CONCRETE BOX BEAM & ACCESSORIES

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-02-27	2019-03-14 13:30:00	CRFQ 0803 DOT1900000079	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**

Crystal Rink  
(304) 558-2402  
crystal.g.rink@wv.gov

Signature X

FEIN #

55-0520255

DATE

3-10-19

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

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF PRE-STRESSED CONCRETE BOX BEAMS AND ACCESSORIES FOR THE HURRICANE CREEK SLAB BRIDGE REPLACEMENT PROJECT ON COUNTY ROUTE 37/3 IN WAYNE COUNTY PROJECT# S350-37/3-2.97 PER THE ATTACHED DOCUMENTS.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 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 Beam 17" prestressedconcrete box beam (3'	75.00000	LF		

Comm Code	Manufacturer	Specification	Model #
30101717			

**Extended Description :**

Exterior Beam 17" prestressedconcrete box beam (3' Wide)2 beams x 37.5'

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 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 Beam 17" prestressedconcrete box beam (3'	262.50000	LF		

Comm Code	Manufacturer	Specification	Model #
30101717			

**Extended Description :**

Interior Beam 17" prestressedconcrete box beam (3' Wide)7 beams x 37.5'

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 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	1" Diameter x 2'-0" Anchorbolt or No. 8 galv. deformed reb	18.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description :

1" Diameter x 2'-0" Anchorbolt or No. 8 galv. deformed rebar

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 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	Thick sponge rubber Preformed joint filler	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description :

Thick sponge rubber Preformed joint filler

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 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	1" Diameter Post- Tensioning Bar w/nuts and bearing plates	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30101717			

**Extended Description :**

1" Diameter Post- Tensioning Bar w/nuts and bearing plates

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 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	Guardrail Attachment Assembly for box beam	12.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30101717			

**Extended Description :**

Guardrail Attachment Assembly for box beam w/ studs, nut and washers

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	TL2 Guardrail	87.50000	LF		

Comm Code	Manufacturer	Specification	Model #
30101717			

**Extended Description :**

TL2 Guardrail

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE  HUNTINGTON  US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City  US	
WV25704		WV 99999	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Elastomeric Bearing Pads(18 A2 Pads)	18.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30101717			

Extended Description :  
Elastomeric Bearing Pads(18 A2 Pads)

SCHEDULE OF EVENTS
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Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2019-03-04

## 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: March 4, 2019 at 10:00 AM EST

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

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

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

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

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

**SEALED BID:**

BUYER: Crystal Rink  
SOLICITATION NO.: CRFQ DOT1900000079  
BID OPENING DATE: March 14, 2019  
BID OPENING TIME: 1:30 PM EST  
FAX NUMBER: 304-558-3970

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

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

**BID TYPE:** (This only applies to CRFP)

- ☐ Technical  
☐ Cost

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

**Bid Opening Date and Time:** March 14, 2019 at 1:30 PM EST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

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

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

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

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

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

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

☐ **Other:** See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

☐

☐

☐

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.

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 (SEE BELOW) per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☒ **\*\*\*STATE OF WV SHALL BE LISTED AS AN ADDITIONAL INSURED ON THE CERTIFICATE OF INSURANCE**

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

☐

☐

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

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

**10. [Reserved]**

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

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 01/24/2019

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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

BRIAN P. STRUBLE VP & GM

(Name, Title)

(Printed Name and Title)

PO Box 1134 - 494 Courthouse Rd  
PRINCETON WV 24740

(Address)

304-425-8955 / 304-425-1171

(Phone Number) / (Fax Number)

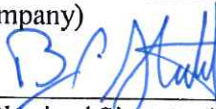
B.STRUBLE@EASTERNVAULT.NET

(email address)

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

EASTERN VAULT CO., INC.

(Company)



BRIAN P. STRUBLE VP & GM

(Authorized Signature) (Representative Name, Title)

BRIAN P. STRUBLE VP & GM

(Printed Name and Title of Authorized Representative)

3-10-19

(Date)

304-425-8955 / 304-425-1171

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ DOT1900000079

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

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

Addendum Numbers Received:  
(Check the box next to each addendum received)

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

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

EASTERN VAULT CO., INC.

Company

  
Authorized Signature

3-10-19  
Date

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

**REQUEST FOR QUOTATION  
CRFQ DOT1900000079  
Precast Concrete Box Beams and Accessories (02-19-0116)**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish a contract for the one-time purchase of pre-stressed concrete box beams and accessories to be used on the Hurricane Creek Slab Bridge replacement project on County Route 37/3 in Wayne County. Project# S350-37/3-2.97.
- 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 9 each, 17" X 36" pre-stressed concrete box beams at 37'-6" long for a total of 337.5 linear feet with accessories 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 17" depth by 36" width by 37'-6" overall length. (36'-0" c-c bearing anchor bolt holes)
    - 3.1.2 Contract Item #2 - Interior Beams**
      - 3.1.2.1** Interior Beams must be 17" depth by 36" width by 37'-6" overall length. (36'-0" c-c bearing anchor bolt holes)

**REQUEST FOR QUOTATION**  
**CRFQ DOT1900000079**  
**Precast Concrete Box Beams and Accessories (02-19-0116)**

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

3.1.3.1 Elastomeric Bearing Pads must be 1 1/4" thick by 4 3/4" length by specified varying width.

**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 17" width.

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

3.1.6.1 Post Tensioning Bars must be 1" diameter by varied length.

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

**3.1.7 Contract Item #7 - Guardrail Attachment Assembly**

3.1.7.1 Guardrail Attachment Assembly to be shipped loose.

3.1.7.2 Guardrail Attachment Assembly must have included hardware such as studs, nuts and washers for assembly.

**3.1.8 Contract Item #8 - Guardrail**

3.1.8.1 Guardrail to be attached to Guardrail Attachment Assembly for a total of 87.5 feet of Guardrail.

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

3.2.1 The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Road and Bridges, adopted 2017 as

**REQUEST FOR QUOTATION**  
**CRFQ DOT1900000079**  
**Precast Concrete Box Beams and Accessories (02-19-0116)**

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modified by any Supplemental Specifications shall apply to the administration of this requisition: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2, and 109.20.

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 any Supplemental Specifications. A copy of the above listed Sections and Section 603 of the West Virginia Division of Highways Standard Specifications Road and Bridges, adopted 2010 and the 2014 Supplemental Specifications can be found by visiting <http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandardSpec/Pages/default.aspx>

**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 for State Project No. S350-37/3-2.97 as follows:

<u>Item Description</u>	<u>Standard Sheet No.</u>
17" Box Beam	BR-B17A & BR-B17B
Beam Details	BR-B100, BR-B101, BR-B102B, & BR-B104
Post-Tensioning Details	BR-B103

A copy of the Standard Bridge Plan Sheets for State Project No. S350-37/3-2.97 is either included on the last page of this Request For Quote or attached hereto as Exhibit B.

**3.2.3** Alternates to the above Division of Highways standards will be permitted if approved by the District Two 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

**REQUEST FOR QUOTATION**  
**CRFQ DOT1900000079**  
**Precast Concrete Box Beams and Accessories (02-19-0116)**

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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 27' – 6" out to out width including the ¾" spacing between each beam and 27' – 6" rail to rail width including the ¾" spacing between each beam.

**3.2.3.2** Guardrail superimposed dead load of 50 pounds per linear foot assumed to be applied equally to all beams.

**3.2.3.3** Future wearing surface superimposed dead load of 50 pounds per square foot applied equally to all beams.

**3.2.3.4** HL-93 Live Load in accordance with the AASHTO LRFD Bridge Design Specifications.

**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** 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:

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

**3.2.5.2** 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

**REQUEST FOR QUOTATION**  
**CRFQ DOT1900000079**  
**Precast Concrete Box Beams and Accessories (02-19-0116)**

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Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by giving the price per each unit in the Unit Price Box, total of all units combined in the Extended Amount Box, and the total of all Extended Amount Prices combined in the Grand Total Box. 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.

**5.1.1** The vendor shall furnish a statement of approved beam condition and exact storage locations.

**5.1.2** The vendor shall furnish a legal right-of-entry onto the storage site to Division of Highways' employees and/or agents for the purpose of inspecting, sampling, testing and removing any or all Beams.

**5.1.3** The vendor shall certify that the stored beams are suitably marked and Identified as property of the Division of Highways and will not be used for any purpose not designed by the Division.

**5.2 Vendor Invoice:** Vendor invoices must be submitted in original and one copy and copy and contain the following:

**5.2.1** Division of Highways Requisition Purchase Order number.

**5.2.2** Total quantity and unit price with the total cost of each Item.

**NOTE:** Under no circumstances will the West Virginia Division of Highways, accept or Pay for quantities of material in excess of the quantity stated on the Requisition Purchase Order.

**REQUEST FOR QUOTATION**  
**CRFQ DOT1900000079**  
**Precast Concrete Box Beams and Accessories (02-19-0116)**

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**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 job site on CR 37/3 – Hurricane Creek Slab, near Prichard, Wayne County, WV. A copy of the location map is either included on the last page of this RFQ or attached hereto as Exhibit C.

**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 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.

**REQUEST FOR QUOTATION**  
**CRFQ DOT1900000079**  
**Precast Concrete Box Beams and Accessories (02-19-0116)**

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**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.

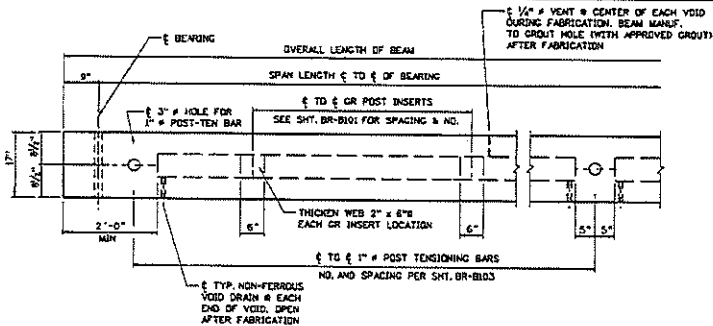
- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

Exhibit A Pricing Page

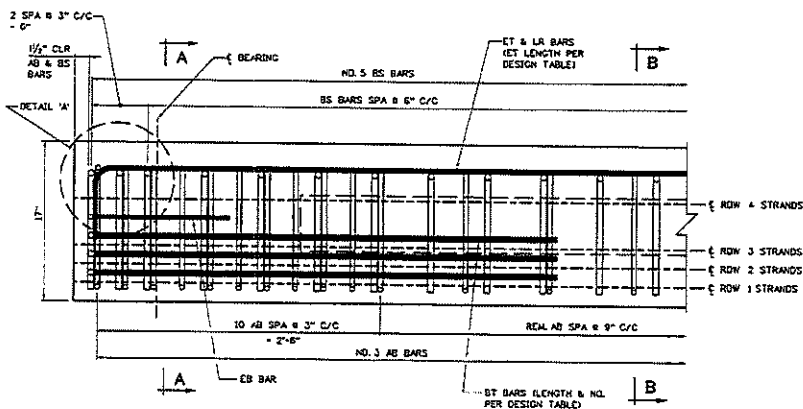
CRFQ DOT1900000079					
Item Number	Quantity	Unit of Measure	Description	Unit Price	Extended Amount
1	75	Linear Feet	Exterior Beam 17' prestressed concrete box beam (3' Wide)	\$ 135.00	\$ 10,125.00
2	262.5	Linear Feet	Interior Beam 17' prestressed concrete box beam (3' Wide)	\$ 135.00	\$ 35,437.50
3	18	Each	1" Diameter x 2'-0" Anchor bolt or No. 8 galv. deformed rebar	\$ 20.00	\$ 360.00
4	1	Lump Sum	Thick sponge rubber Preformed joint filler	\$ 3,000.00	\$ 3,000.00
5	4	Each	1" Diameter Post- Tensioning Bar w/nuts and bearing plates	\$ 700.00	\$ 2,800.00
6	12	Each	Guardrail Attachment Assembly for box beam w/ studs, nut and washers	\$ 250.00	\$ 3,000.00
7	87.5	Linear Feet	TL2 Guardrail	\$ 250.00	\$ 21,875.00
8	18	Each	Elastomeric Bearing Pads (18 A2 Pads)	\$ 200.00	\$ 3,600.00
Grand Total 					\$ 80,197.50

Items for Project S350-37/3-2.97, Hurricane Creek Slab

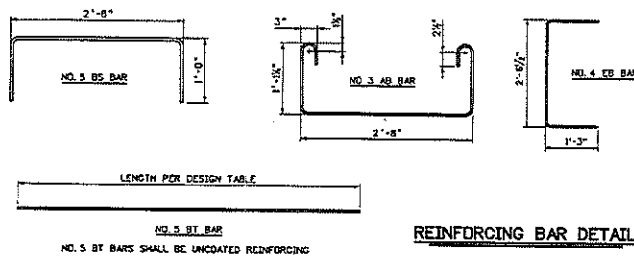
# EXHIBIT B



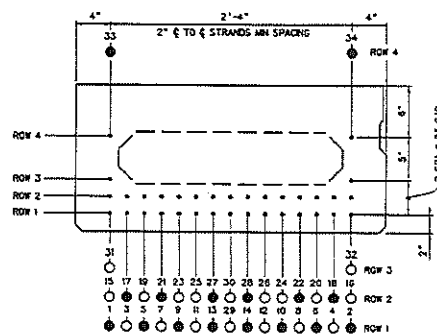
GENERAL ELEVATION VIEW



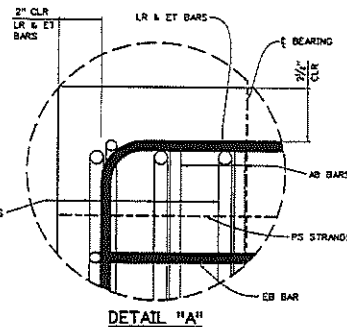
REINFORCING STEEL ELEVATION



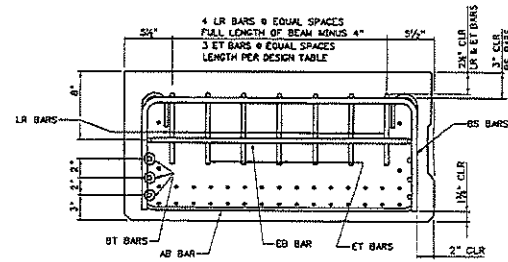
REINFORCING BAR DETAIL



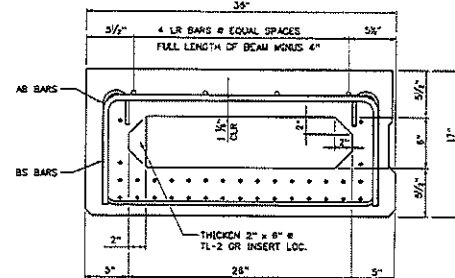
BEAM PRESTRESSING



DETAIL "A"



SECTION A-A



SECTION B-B

**NOTES:**

1. REFER TO SHEET BR-B102A FOR SHEAR KEY DETAILS.
2. DESIGNER SHALL USE THE FOLLOWING KEY TO INDICATE STRAND AND DEBONDING PATTERN ON "BEAM PRESTRESSING VIEW", THIS SHEET.
  - $\bullet$  ACTIVE STRAND
  - $\nabla$  DEBOND STRAND: LENGTH FROM END OF BEAM
  - $\triangle$  DEBOND STRAND: LENGTH FROM END OF BEAM
  - $\square$  DEBOND STRAND: LENGTH FROM END OF BEAM
3. THIS SHEET SHALL BE USED IN CONJUNCTION WITH STANDARD SHEETS BR-B101, BR-B102, BR-B103, BR-B104 & D, BR-B105, BR-B106, BR-B107, BR-B108 & B AND BR-B109 AS APPLICABLE.

WHEN A POST-TENSION ACCESS POINT IS USED AS DETAIL ON SHEET BR-B103 STRANDS IN ROWS 3 AND 4 SHALL BE ELIMINATED. THE BEAM SHALL BE REDESIGNED AS NECESSARY.

APPROVED: *[Signature]* DATE: 07-02-07  
 PREPARED: 07-02-07  
 WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 ENGINEERING DIVISION  
 17" PRESTRESSED CONCRETE  
 BOX BEAMS  
 DESIGN AND ASSEMBLY DETAILS  
 STANDARD SHEET BR-B17A

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 ENGINEERING DIVISION  
 HURRICANE CREEK SLAB  
 BRIDGE REPLACEMENT OVER  
 LT. FORK HURRICANE CRK  
 17" PRESTRESSED BOX BEAM  
 DESIGN AND ASSEMBLY DETAILS

DESIGNED BY: TW/  
 DRAWN BY: TW/  
 CHECKED BY: TW/  
 REVIEWED BY: TW/  
 DATE:  
 SCALE:  
 SHEET OF  
 BRIDGE NO.

# EXHIBIT B

## DESIGN DATA FOR 17" DEPTH ADJACENT BOX BEAM

SPAN LENGTH @ TO E BEARING	20'-0"	22'-0"	24'-0"	26'-0"	28'-0"	30'-0"	32'-0"	34'-0"	36'-0"	38'-0"	40'-0"
OVERALL LENGTH OF BEAM	21'-0"	23'-0"	25'-0"	27'-0"	29'-0"	31'-0"	33'-0"	35'-0"	37'-0"	39'-0"	41'-0"
NO. OF 270 KSI, 1/2" # LOW-RELAXATION STRANDS, AREA/STRAND = 0.167 SQ. IN.	16	16	16	16	16	16	16	16	16	16	16
STRAND POSITION NUMBER	ROW 1	1.3110	1.3110	1.2913	1.2716	1.2519	1.2322	1.2125	1.1928	1.1731	1.1534
	ROW 2	1.1825	1.1825	1.1628	1.1431	1.1234	1.1037	1.0840	1.0643	1.0446	1.0249
	ROW 3										
	ROW 4	1.0540	1.0540	1.0343	1.0146	0.9949	0.9752	0.9555	0.9358	0.9161	0.8964
PRESTRESSING FORCE IMMEDIATELY AFTER STRAND RELEASE, P <sub>si</sub> , (KIPS/BEAM)	520	506	492	478	464	450	436	422	408	394	380
EFFECTIVE PRESTRESSING FORCE AFTER ALL LOSSES, P <sub>pe</sub> , (KIPS/BEAM)	384	370	356	342	328	314	300	286	272	258	244
REQUIRED FACTORED MOMENT & STRENGTH I, M <sub>u</sub> (FT-KIPS/BEAM)	404	390	376	362	348	334	320	306	292	278	264
FACTORED FLEXURAL RESISTANCE, M <sub>r</sub> (FT-KIPS/BEAM)	398	384	370	356	342	328	314	300	286	272	258
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 # 4 - 0"	3 - 4 # 4 - 0"	3 - 4 # 4 - 0"	3 - 4 # 4 - 0"	3 - 4 # 4 - 0"	3 - 4 # 4 - 0"	3 - 4 # 4 - 0"	3 - 4 # 4 - 0"	3 - 4 # 4 - 0"	3 - 4 # 4 - 0"	3 - 4 # 4 - 0"
NUMBER & LENGTH *5 BT BOTTOM TENSION BARS @ EACH END	2 - 5 # 5 - 0"	2 - 5 # 5 - 0"	2 - 5 # 5 - 0"	2 - 5 # 5 - 0"	2 - 5 # 5 - 0"	2 - 5 # 5 - 0"	2 - 5 # 5 - 0"	2 - 5 # 5 - 0"	2 - 5 # 5 - 0"	2 - 5 # 5 - 0"	2 - 5 # 5 - 0"
DESIGN CAMBER *+ POSITIVE (UP) (INCHES)	# RELEASE	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
	# ERECTION	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
	# FINAL	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
NUMBER & SPACING OF TL-2 GUARDRAIL INSERTS	NO. OF INSERTS REQ.	0	0	0	0	0	0	0	0	0	0
	END OF BEAM TO # OF FIRST INSERT EA END										
SEE NOTE 6	# OF 1st INSERT TO # 2nd INSERT EA END										
	WEIGHT OF TYPICAL BEAM INCLUDING DIAPHRAGM (TONS)	5.6	5.6	5.6	5.6	5.6	5.6	5.6	5.6	5.6	5.6

### NOTES:

1. BEAM WEIGHTS LISTED IN THE DESIGN TABLE ARE BASED ON ZERO SKEW, 2 FT. LONG ENDBLOCK AND DIAPHRAGMS SPACED @ 15 FT C/C. WEIGHTS FOR SKEWED BEAMS, LONGER ENDBLOCKS AND ADDITIONAL DIAPHRAGMS SHOULD BE ADJUSTED ACCORDINGLY.  
FOR ADDITIONAL DIAPHRAGMS, ADD 135 LBS/DIAPHRAGM.  
FOR SKEW ADD 17 LBS/DEGREE OF SKEW/END.  
FOR LONGER ENDBLOCK, ADD 163 LBS/LF/END.
2. DESIGNERS SHOULD NOTE THAT DATA IN STANDARD TABLE IS BASED ON EVEN SPAN LENGTHS, A TWO LANE STRUCTURE 8 BEAMS WIDE AND ZERO SKEW. SUPERIMPOSED DEAD LOADS INCLUDE TYPE F PARAPET (321 PLF) AND A FWS OF 50 PSF. FOR NON-STANDARD BRIDGES DATA SHOULD BE VERIFIED AND IF REQUIRED NEW DESIGN DATA ENTERED INTO BLANK COLUMNS. IN NO CASE SHALL THE STANDARD DESIGN TABLE BE ALTERED.
3. PREDICTED DESIGN CAMBER VALUES LISTED IN THE TABLE ARE BASED ON EMPIRICAL FORMULAS AND AS SUCH ARE APPROXIMATE. FOR MEMBERS WITH SPAN-TO-DEPTH RATIOS AT OR EXCEEDING 25, THE TOLERANCE VALUES LISTED IN APPENDIX B OF PCI MANUAL FOR QUALITY CONTROL, MNL-119, MAY NOT APPLY.  
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.

4. 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.
5. MAXIMUM BEAM SKEW SHALL BE 30 DEGREES.
6. DESIGNER INPUT VALUES OF NUMBER OF INSERTS, DISTANCE FROM END OF BEAM TO # FIRST INSERT, AND # SECOND INSERT. ABOVE VALUES SHALL BE BASED ON THE REQUIRED 6'-3" GUARDRAIL POST SPACING ACROSS THE BRIDGE.
7. SPECIAL STRAND NOTE FOR 17" BOX SECTION ONLY: WHEN TL-2 GUARDRAIL INSERTS ARE REQUIRED THE BOTTOM INSERT (TYPE 2A ANCHOR) CONFLICTS WITH STRAND NO. 15. STRANDS 15 AND 16 HAVE BEEN MOVED TO POSITIONS 17 AND 18. FOR UNIFORMITY PURPOSES, ALL BEAMS OF THE SAME DESIGN SHALL USE SAME STRAND PATTERN.
8. THIS SHEET SHALL BE USED IN CONJUNCTION WITH STANDARD SHEETS BR-617A, BR-618, BR-619, BR-620A & B, BR-621, BR-622, BR-623, BR-624, BR-625A & B AND BR-626 AS APPLICABLE.

DESIGN TABLE FOR 17"  
PRESTRESSED BOX BEAM  
STANDARD SHEET BR-617B

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
ENGINEERING DIVISION

DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 07-02-07

STATE PROJECT NUMBER	FEDERAL PROJECT NUMBER	STATE DIST. NO.	COUNTY	SHEET NO.	TOTAL SHEETS
5330-37/3-2.97	N/A	02	WAYNE	11	34

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.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
ENGINEERING DIVISION

BIG HURRICANE CREEK SLAB  
BRIDGE REPLACEMENT OVER  
LT FORK BIG HURRICANE CRK

DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 07-02-07

DESIGN TABLE FOR 17"  
PRESTRESSED BOX BEAM

## EXHIBIT B

## GOVERNING SPECIFICATIONS

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS  
STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, ADOPTED 2007 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:

## 1. 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.

2. TWO LANE BRIDGE WITH AN OVERALL WIDTH OF 24'-3" (INCL. 3" GAP  
BETWEEN ADJ. BEAMS); A CURB-TO-CURB WIDTH OF 22'-4"; TRANSVERSE POST-TENSIONING,  
AND ZERO SKEW.

## 3. DESIGN STRENGTH AND LIMIT STRESSES:

MINIMUM CONCRETE STRENGTH @ STRAND RELEASE	6000 PSI
MINIMUM CONCRETE STRENGTH @ 28 DAYS	6000 PSI
TEMPORARY STRESS LIMITS IN CONCRETE BEFORE LOSSES	
COMPRESSION STRESS LIMIT @ STRAND RELEASE	3600 PSI
TENSION STRESS LIMIT @ STRAND RELEASE	-200 PSI
COMPRESSION STRESS LIMITS IN CONCRETE @ SERVICE I AFTER LOSSES	
① FINAL 1 (PSI-DL+LL)	4800 PSI
② FINAL 2 (PSI-DL)	3600 PSI
③ FINAL 3 (PSI-DL+LL)	3200 PSI
TENSILE STRESS LIMIT IN CONCRETE @ SERVICE III AFTER LOSSES	
① FINAL 1 (PSI-DL+LL)	-270 PSI
TENSION STRESS LIMIT PRIOR TO TRANSFER	202.5 KSI
TENSION STRESS LIMIT AFTER ALL LOSSES	194.4 KSI

4. DEBONDING OR SHIELDING 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 BONDED STRAND AND SHALL BE SYMMETRICAL  
ABOUT THE C OF THE BEAM.  
SHIELDING OF STRANDS SHALL BE ACCOMPLISHED BY TAPING OR TIGHT FITTING PLASTIC  
TUBES TAPED AT EACH END.5. 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.

## 6. MAXIMUM BEAM SKEW SHALL BE 30 DEGREES.

7. WHEN ALTERNATE DESIGNS OR SITE SPECIFIC DESIGNS ARE PROVIDED, CRITERIA  
SET FORTH IN THESE STANDARDS SHALL APPLY.

## 8. NEGATIVE DESIGN CAMBER AFTER ALL LOSSES IS NOT PERMITTED.

9. EACH BEAM PROVIDED IN THESE STANDARD DESIGNS HAS BEEN LOAD RATED IN ACCORDANCE  
WITH SECTION 3.1.5 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.

LAP SPlice TABLE			
BAR SIZE	NO. 3	NO. 4	NO. 5
SPlice LEN.	21"	28"	34"

THIS SHEET SHALL BE USED IN CONJUNCTION WITH STANDARD SHEETS BR-B17A & B THRU  
BR-B42A & B, BR-B10L, BR-B102A & B, BR-B103, BR-B104, BR-B105A & B AND BR-B106 AS APPLICABLE.

## MATERIALS &amp; FABRICATION NOTES

\* THE PRESTRESSED CONCRETE BEAMS SHALL CONFORM TO ALL APPLICABLE  
PROVISIONS OF SECTION 603 OF THE STANDARD SPECIFICATIONS.

## WELD 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 603.3 OF  
THE STANDARD SPECIFICATIONS, EXCEPT WHERE NOTED ON THE PLANS.

## PRESTRESSING STRAND:

\* ALL PRESTRESSING STEEL SHALL BE 1/2" A, 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 INDIVIDUAL OR ALTERNATE DESIGNS.  
HOWEVER THE DESIGNER IS ENCOURAGED TO USE THE LARGER STRAND FOR UNIFORMITY REASONS. IN  
NO CASES WILL STRESS-RELIEVED STRAND BE PERMITTED.

\* ALL STRANDS SHALL BE ENCLOSED INSIDE THE STIRRUP 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 C836-84.

## 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 30.

## GUARDRAIL, GUARDRAIL POSTS, TUBING &amp; 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.	GRATING SPEC.
POST	W6x25	AASHTO M270, GR 36	AASHTO M111
PLATE	1/2" x 7"	AASHTO M270, GR 36	AASHTO M111
TUBING	75 0x42.3/16	ASTM A500, GR B	AASHTO M111
CHANNEL	C7x9.8	AASHTO M270, GR 36	AASHTO M111
FERRULE	TYPE 2A 1/4" x 1/2" MIN. LEN.	ASTM A108 (G117 STEEL)	AASHTO M232
WIRE	ANCHOR 3/8" #	ASTM A510 (G108 STEEL)	AASHTO M232
STUDS	1/2" # x 8" LONG	ASTM A108 (G104 C.O. STEEL)	AASHTO M232
NUTS	1/2" #	AASHTO M291, CLASS C	AASHTO M232
COUPLERS	TYPE 1A 1/2" # x 5" LONG	ASTM A108 (G121A STEEL)	AASHTO M232
BOLTS	ANCHOR 1/2" # x 12" LONG	AASHTO M184 (TYPE 1, H40)	AASHTO M232
BOLTS	5/8" # x 1/2" LEN.	AASHTO M184 (TYPE 1, H40)	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, 2002.

## POST-TENSIONING BARS:

\* POST - TENSIONING THREAD BARS SHALL BE ONE INCH DIAMETER, 150 KSI STEEL, AND  
SHALL CONFORM TO AASHTO M275, TYPE II. 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 ACCESSORY  
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, D0-102 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.

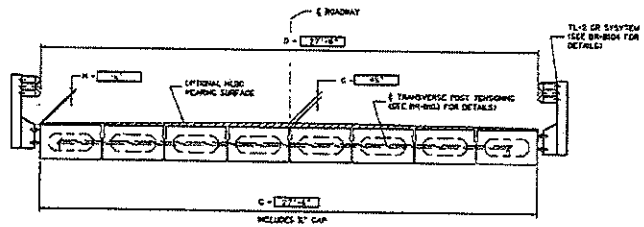
..... *James B. B.* ..... 02-25-07  
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
ENGINEERING DIVISION  
PRESTRESSED CONCRETE BEAM  
DESIGN & ASSEMBLY NOTES  
STANDARD SHEET BR-B100

07-02-07  
DATE  
REVISION  
BY  
CHECKED BY  
DESIGNED BY

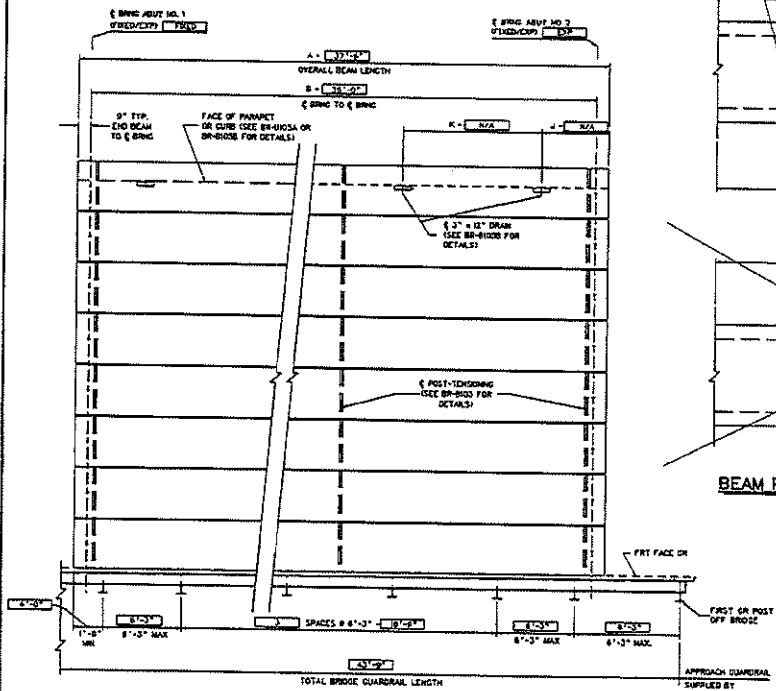
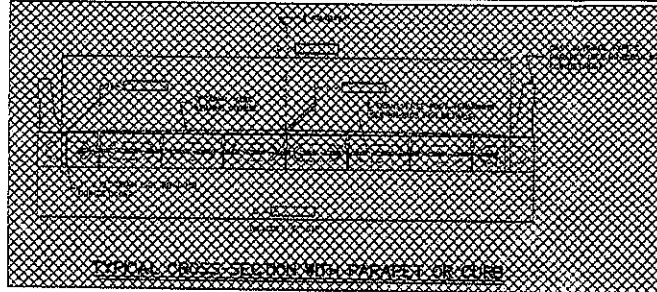
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
ENGINEERING DIVISION  
HURRICANE CREEK SLAB  
BRIDGE REPLACEMENT  
OVER LF HURR CRK  
PRESTRESSED CONCRETE BEAM  
DESIGN & ASSEMBLY NOTES

CHECKED BY  
DESIGNED BY  
REVISION  
BY  
DATE  
REVISION  
BY  
CHECKED BY  
DESIGNED BY

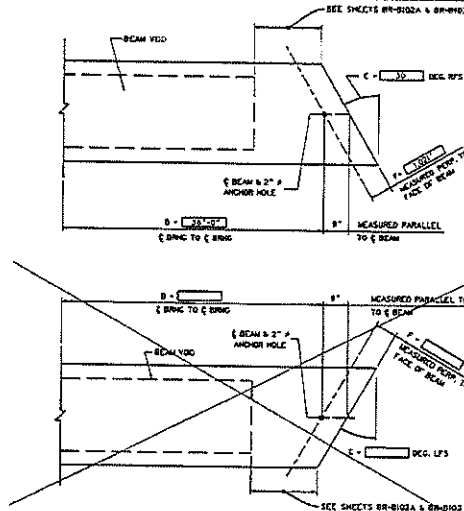
## EXHIBIT B



**TYPICAL CROSS-SECTION WITH GUARDRAIL**



### DECK PLAN VIEW



BEAM PLAN VIEW - SKEWED ENDS

[illegible]

STATE PROJECT NUMBER	FEDERAL PROJECT NUMBER	STATE DIST. NO.	COUNTY	SHEET NO.	TOTAL SHEETS
5350-3773-2.97	N/A	02	WAYNE	13	34

[illegible]

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION		PROJ NO.
DIVISION OF HIGHWAYS		07-02-07
ENGINEERING DIVISION		
PRESTRESSED CONCRETE BEAM		
SECTION AND ASSEMBLY NOTES:		
STANDARD SHEET BR-B101		

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
ENGINEERING DIVISION

HURRICANE CREEK SLAB  
BRIDGE REPLACEMENT  
OVER LT FORK HURRICANE CRK

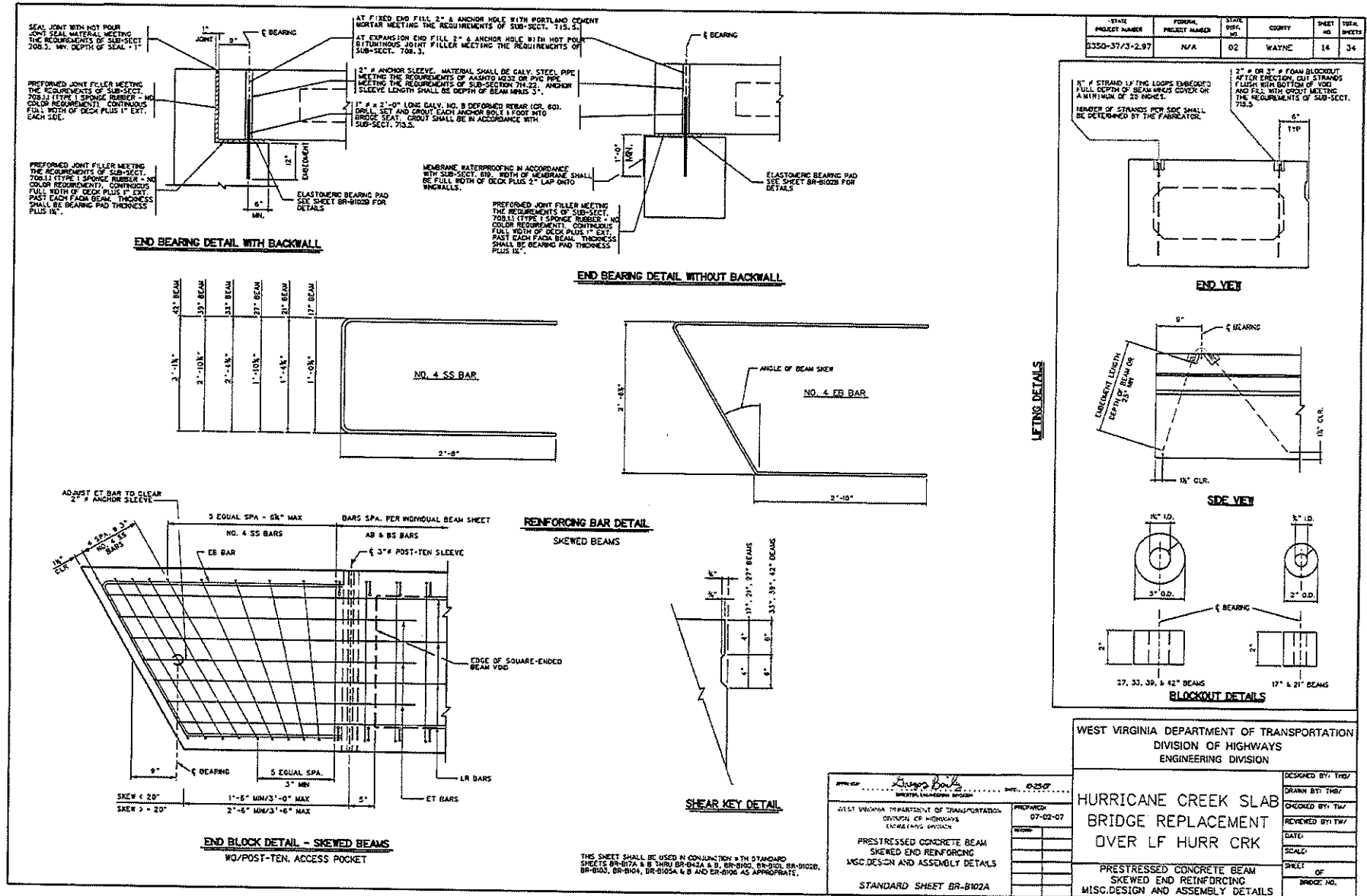
PRESTRESSED CONCRETE BEAM

### DESIGN & ASSEMBLY NOTES

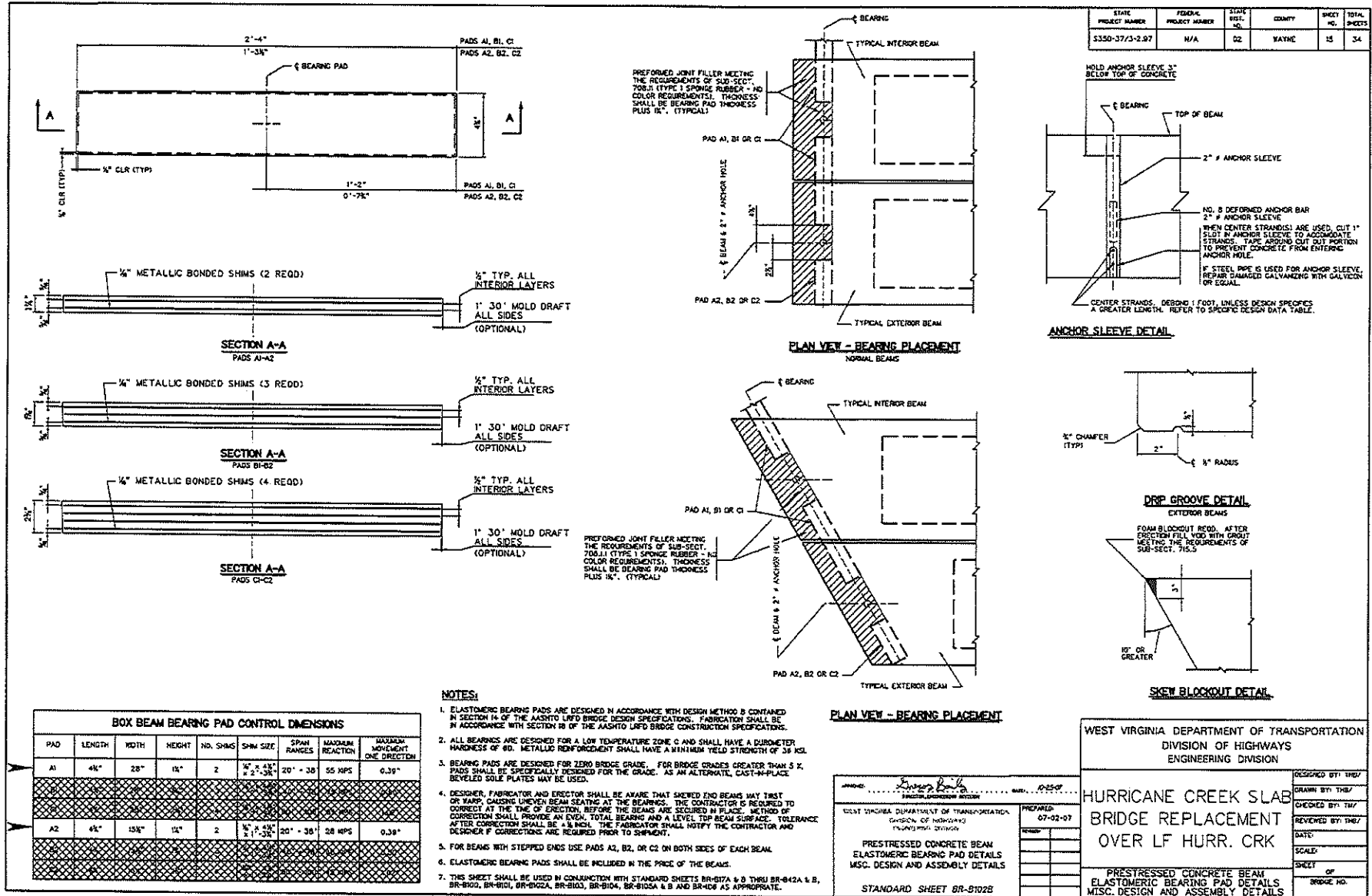
DESIGNED BY-TW/
DRAWN BY-TW/
CHECKED BY-TW/
APPROVED BY-TW/
DATE:
SCALE:
SHEET NO. OF
BRIDGE NUMBER

- NOTES:**
1. 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 60310 "PRESTRESSED CONCRETE BOX BEAM".
  2. THIS SHEET SHALL BE USED IN CONJUNCTION WITH STANDARD SHEETS BR-917A & B THRU BR-942A & B, BR-9100, BR-9102A & B, BR-9103, BR-9104, BR-9105A & B AND BR-9106.

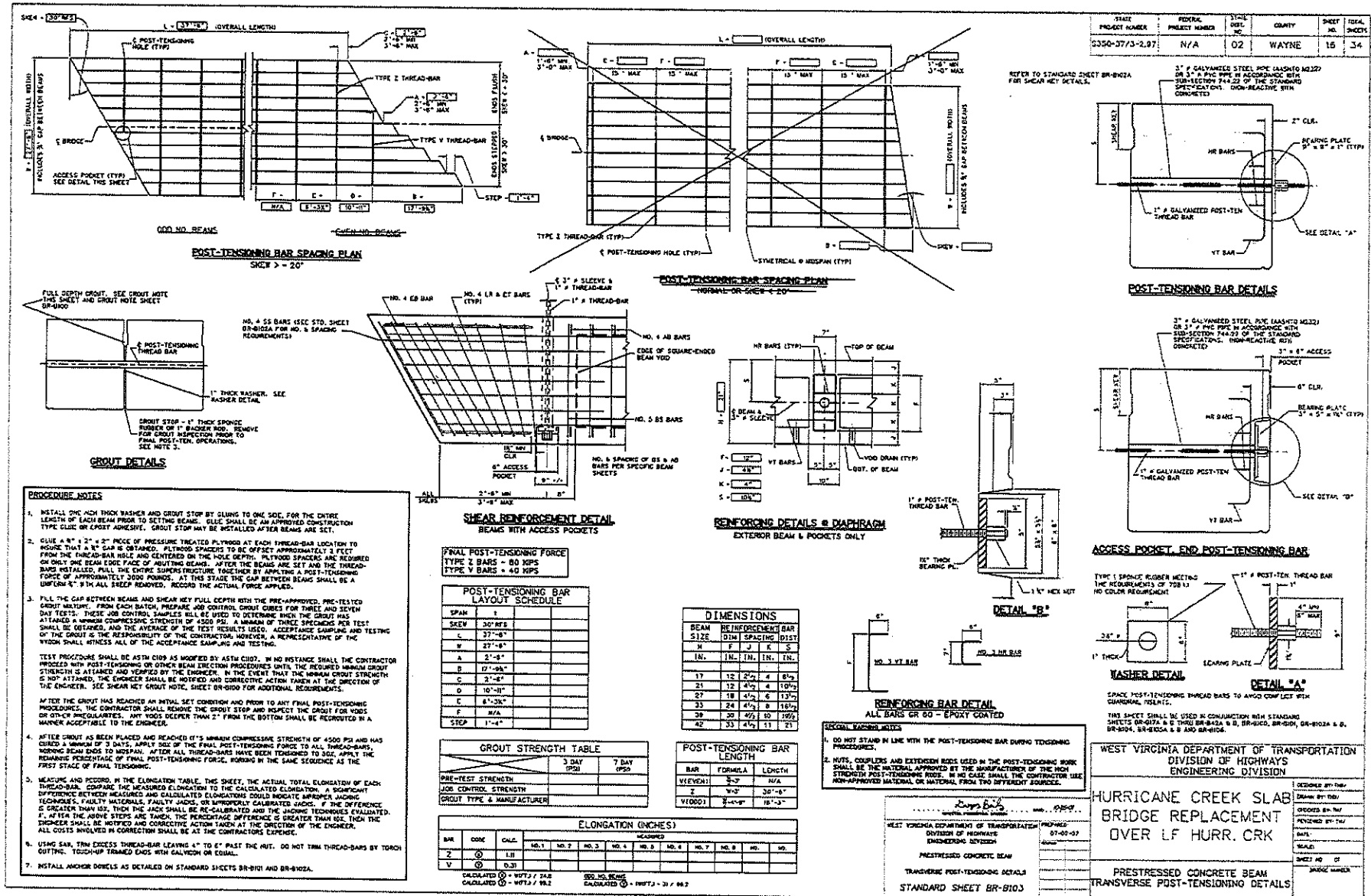
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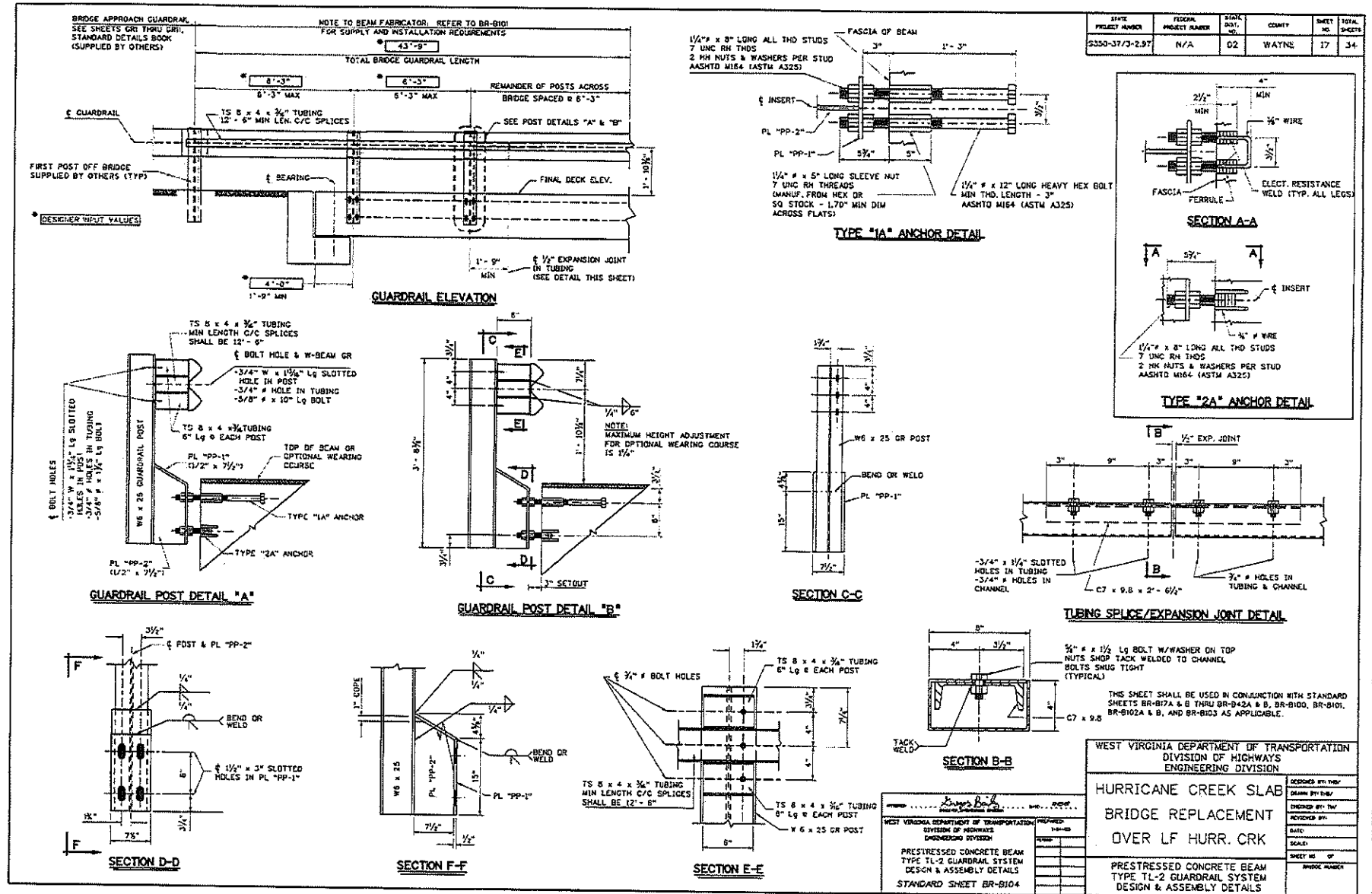
# EXHIBIT B



## EXHIBIT B

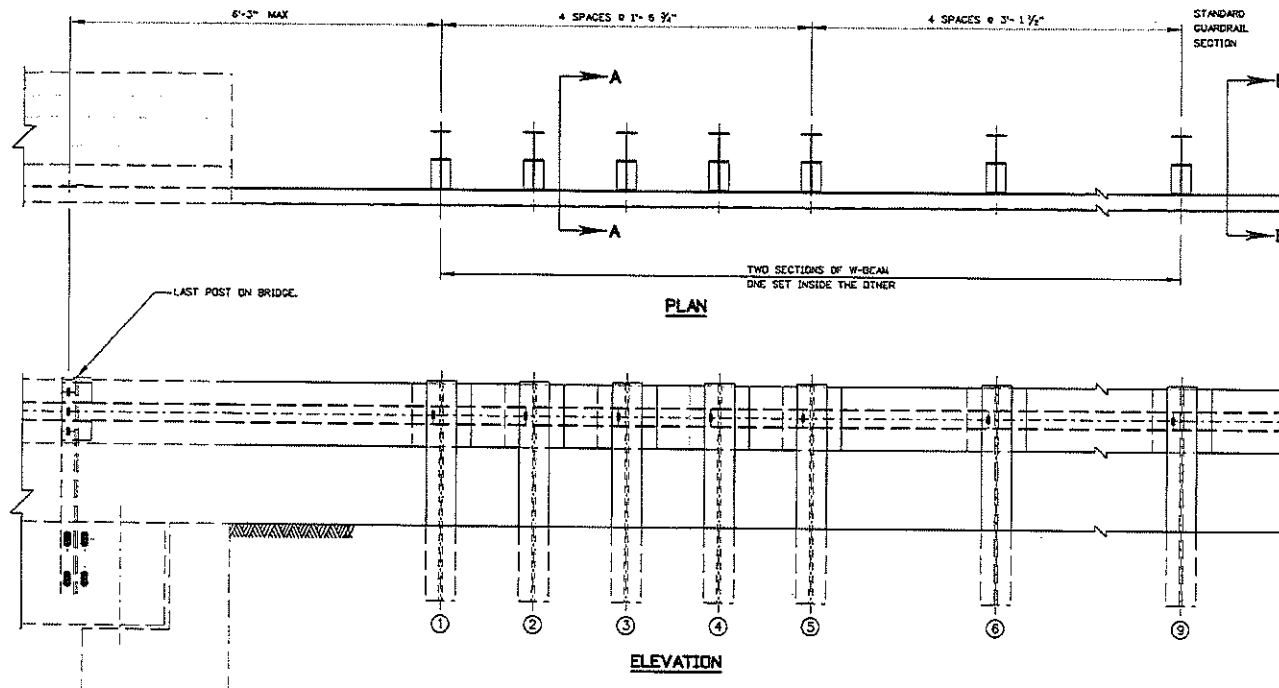


# EXHIBIT B



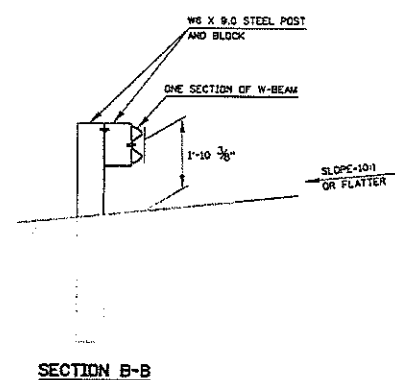
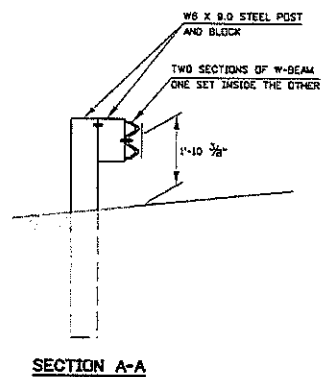
# EXHIBIT B

PROJECT NUMBERS		DISTRICT	COUNTY	SHEET NO.	TOTAL
STATE	FEDERAL				
S330-37/3-2.87	N/A	02	WAYNE	18	34



## 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

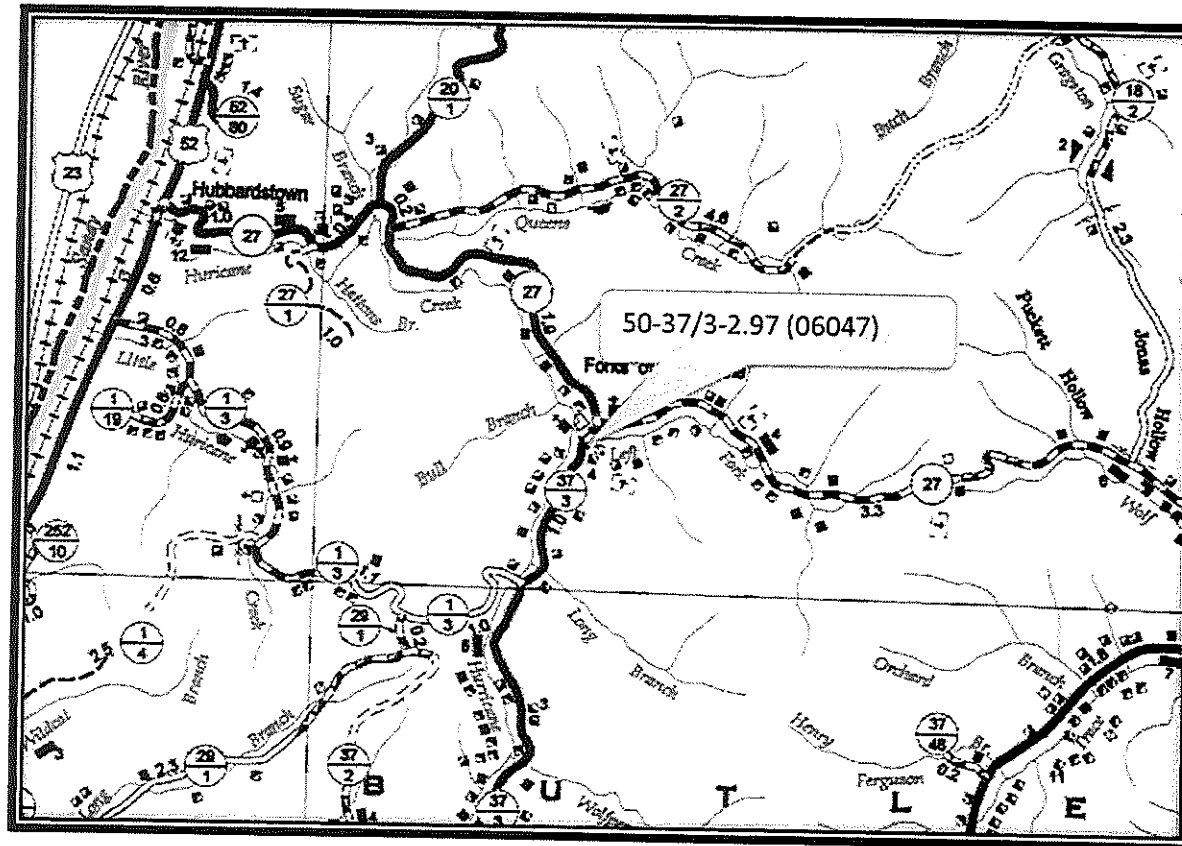
APPROVED: <i>Gregory B. Kelly</i> SINCE: 07-02-07	DATE: 07-02-07
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS ENGINEERING DIVISION	PREPARED BY: <i>[Signature]</i>
PREFABRICATED CONCRETE BEAM TYPE TL-2 GUARDRAIL SYSTEMS DESIGN & ASSEMBLY DETAILS	REVIEWED BY: <i>[Signature]</i>
STANDARD SHEET BR-B108	

HURRICANE CREEK SLAB  
BRIDGE REPLACEMENT  
OVER LF HURR. CRK

TYPE TL-2 GUARDRAIL TRANSITION

DESIGNED BY: <i>[Signature]</i>
DRAWN BY: <i>[Signature]</i>
CHECKED BY: <i>[Signature]</i>
REVIEWED BY: <i>[Signature]</i>
DATE: <i>[Signature]</i>
SCALE: <i>[Signature]</i>
SHEET <i>[Signature]</i> OF <i>[Signature]</i>
BRIDGE NO. <i>[Signature]</i>

Location Map



## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: EASTERN VAULT CO. Address: PO Box 1134  
Princeton WV 24740

Name of Authorized Agent: BRIAN P. STRUBLE Address: SAME

Contract Number: 542908 Contract Description: BEAMS

Governmental agency awarding contract: WV DOH

☐ Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

Signature: [Signature] Date Signed: 3-10-19

**Notary Verification**

State of West Virginia, County of Merce:

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

Taken, sworn to and subscribed before me this 10<sup>th</sup> day of March, 2019

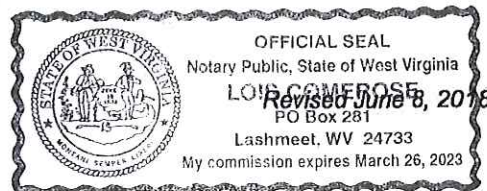
[Signature]  
Notary Public's Signature

**To be completed by State Agency:**

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

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

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



STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: EASTERN VAULT Co., Inc.

Authorized Signature: B. P. Atchell VP: GM Date: 3-10-19

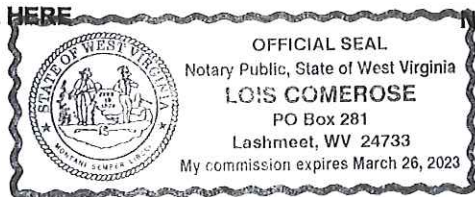
State of West Virginia

County of Mercer, to-wit:

Taken, subscribed, and sworn to before me this 10<sup>th</sup> day of March, 2019

My Commission expires March 26, 2023

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

Lois Comeroose

*Purchasing Affidavit (Revised 01/19/2018)*

# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. ☒ **Application is made for 2.5% vendor preference for the reason checked:**

Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,

☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,

☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. ☒ **Application is made for 2.5% vendor preference for the reason checked:**

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. ☐ **Application is made for 2.5% vendor preference for the reason checked:**

Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents; and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

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

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. ☐ **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. ☐ **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. ☐ **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**

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

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.

Signed: [Signature]

Date: 3-10-19

Title: VP & GM