



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: 657780

Doc Description: REBAR-BRUSHY FORK BRIDGE PROJECT (03-20-0377)

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-12-23	2020-01-16 13:30:00	CRFQ 0803 DOT2000000095	1

**BID RECEIVING LOCATION**

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

RECEIVED  
 2020 JAN 13 PM 12:13  
 WV PURCHASING  
 DIVISION

**VENDOR**

Vendor Name, Address and Telephone Number:

Foster Supply  
 9374 T.V. Road  
 Scott Depot WV 25560  
 804-755-8241

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Husted  
 (304) 558-2402  
 crystal.g.husted@wv.gov

Signature X

FEIN #

62-125-7196

DATE

1-6-20

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 REBAR FOR THE BRUSHY FORK BRIDGE PROJECT PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG WV26101 US		DIVISION OF HIGHWAYS BRIDGE DEPARTMENT HEADQUARTERS 1423 MILL RUN RD PARKERSBURG WV 26101 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mark W501 Bars	908.00000	LB	.98	889.84

Comm Code	Manufacturer	Specification	Model #
30103623			

**Extended Description :**

A501 epoxy coated rebar 14'6" bent as per spec sheet

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG WV26101 US		DIVISION OF HIGHWAYS BRIDGE DEPARTMENT HEADQUARTERS 1423 MILL RUN RD PARKERSBURG WV 26101 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Mark A502 Bars	532.00000	LB	.98	521.36

Comm Code	Manufacturer	Specification	Model #
30103623			

**Extended Description :**

A502 bar bent as per spec 8'6" long

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG WV26101 US		DIVISION OF HIGHWAYS BRIDGE DEPARTMENT HEADQUARTERS 1423 MILL RUN RD PARKERSBURG WV 26101 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Mark A503 Rebar	16.00000	LB	.98	15.68

Comm Code	Manufacturer	Specification	Model #
30103623			

Extended Description :  
epoxy coated rebar

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG WV26101 US		DIVISION OF HIGHWAYS BRIDGE DEPARTMENT HEADQUARTERS 1423 MILL RUN RD PARKERSBURG WV 26101 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Mark W501 Bars	245.00000	LB	.98	240.10

Comm Code	Manufacturer	Specification	Model #
30103623			

Extended Description :  
W501 rebar bent 14'8" as spec

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG WV26101 US		DIVISION OF HIGHWAYS BRIDGE DEPARTMENT HEADQUARTERS 1423 MILL RUN RD PARKERSBURG WV 26101 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Mark W502 Bars	228.00000	LB	.98	223.44

Comm Code	Manufacturer	Specification	Model #
30103623			

Extended Description :

W502 bent as spec 14'7" epoxy coated rebar

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG US	WV26101	DIVISION OF HIGHWAYS BRIDGE DEPARTMENT HEADQUARTERS 1423 MILL RUN RD PARKERSBURG US	WV 26101

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	A801 Straight Rebars	1307.00000	LB	.98	1280.86

Comm Code	Manufacturer	Specification	Model #
30103623			

Extended Description :

A801 straight 30'7" epoxy coated rebar

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG US	WV26101	DIVISION OF HIGHWAYS BRIDGE DEPARTMENT HEADQUARTERS 1423 MILL RUN RD PARKERSBURG US	WV 26101

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	A802 Straight Rebar	1264.00000	LB	.98	1238.72

Comm Code	Manufacturer	Specification	Model #
30103623			

Extended Description :

A802 straight 29'7" epoxy coated rebars

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG WV26101 US		DIVISION OF HIGHWAYS BRIDGE DEPARTMENT HEADQUARTERS 1423 MILL RUN RD PARKERSBURG WV 26101 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	W801 Straight Rebar	609.00000	LB	.98	596.82

Comm Code	Manufacturer	Specification	Model #
30103623			

Extended Description :  
 W801 straight 9'6" epoxy coated rebars

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG WV26101 US		DIVISION OF HIGHWAYS BRIDGE DEPARTMENT HEADQUARTERS 1423 MILL RUN RD PARKERSBURG WV 26101 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	W802 Straight Rebars	307.00000	LB	.98	300.86

Comm Code	Manufacturer	Specification	Model #
30103623			

Extended Description :  
 W802 straight 9'7" epoxy coated rebars

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG WV26101 US		DIVISION OF HIGHWAYS BRIDGE DEPARTMENT HEADQUARTERS 1423 MILL RUN RD PARKERSBURG WV 26101 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	W803 Straight Rebars	182.00000	LB	.98	178.36

Comm Code	Manufacturer	Specification	Model #
30103623			

Extended Description :  
W803 straight 9'9" epoxy coated rebars

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG US	WV26101	DIVISION OF HIGHWAYS BRIDGE DEPARTMENT HEADQUARTERS 1423 MILL RUN RD PARKERSBURG US	WV 26101

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	W804 Bent Rebars	141.00000	LB	.98	138.18

Comm Code	Manufacturer	Specification	Model #
30103623			

Extended Description :  
W804 bent 10'6.5" epoxy coated rebars as spec

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG US	WV26101	DIVISION OF HIGHWAYS BRIDGE DEPARTMENT HEADQUARTERS 1423 MILL RUN RD PARKERSBURG US	WV 26101

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	HP 12x74 in piling	59200.00000	LB	No Bid	

Comm Code	Manufacturer	Specification	Model #
30102803			

Extended Description :  
HP steel piling 12x74 in in 20'-0" lengths

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2020-01-06

## **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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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  
Revised 11/14/2019

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: **January 6, 2020 at 10:00 AM**

Submit Questions to: **Crystal Hustead**  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Crystal.G.Hustead@wv.gov](mailto:Crystal.G.Hustead@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 Hustead  
**SOLICITATION NO.:** CRFQ DOT2000000095  
**BID OPENING DATE:** January 16, 2020  
**BID OPENING TIME:** 1:30 PM  
**FAX NUMBER:** 304-558-3970

Revised 11/14/2019



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 or 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:** January 16, 2020 at 1:30 PM

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

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

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

**10. 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

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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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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



**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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: \$80,000.00\*\*\*-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. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

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

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

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

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

**\*\*\*STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

**\*\*\*CERTIFICATE HOLDER SHOULD 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 11/14/2019

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

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

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



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

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

**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.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**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.

Bobby Balwin Sales  
\_\_\_\_\_  
(Name, Title)  
Bobby Balwin Sales  
\_\_\_\_\_  
(Printed Name and Title)  
9374 Trv. Rd Swift Depot W  
\_\_\_\_\_  
(Address)  
304-755-8241 /  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
Bobby.Balwin@FosterSupply.com  
\_\_\_\_\_  
(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.

Foster Supply  
\_\_\_\_\_  
(Company)  
[Signature] Sales  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)  
Bobby Balwin Sales  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)  
1-6-20  
\_\_\_\_\_  
(Date)  
304-755-8241 / 304-755-8280  
\_\_\_\_\_  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT2000000095**

**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.

Foster Supply  
Company

[Signature]  
Authorized Signature

1-6-20  
Date

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

**REQUEST FOR QUOTATION  
CRFQ DOT2000000095  
Steel Rebar & Piling for Brushy Fork Bridge (03-20-0377)**

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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 District 3 Bridge Department to establish a contract for the one-time purchase of Epoxy Coated Steel Reinforcing Bars and Steel Piling for Brushy Fork Bridge Project No. S353-3-5.68.
- 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 Epoxy Coated Steel Reinforcing Bars and Steel Piling 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 – Mark A501 Bars**
      - 3.1.1.1** Mark A501 Bars must be 5/8” diameter and 14’-6” long. The bars shall be bent per the attached diagram.
    - 3.1.2 Contract Item #2 – Mark A502 Bars**
      - 3.1.2.1** Mark A502 Bars must be 5/8” diameter and 8’-6” long. The bars shall be bent per the attached diagram.
    - 3.1.3 Contract Item #3 – Mark A503 Bars**
      - 3.1.3.1** Mark A503 Bars must be 5/8” diameter and 7’-6” long. The bars shall be bent per the attached diagram.

**REQUEST FOR QUOTATION**  
**CRFQ DOT2000000095**  
**Steel Rebar & Piling for Brushy Fork Bridge (03-20-0377)**

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**3.1.4 Contract Item #4 – Mark W501 Bars**

3.1.4.1 Mark W501 Bars must be 5/8" diameter and 14'-8" long. The bars shall be bent per the attached diagram.

**3.1.5 Contract Item #5 – Mark W502 Bars**

3.1.5.1 Mark W502 Bars must be 5/8" diameter and 14'-7" long. The bars shall be bent per the attached diagram.

**3.1.6 Contract Item #6 – Mark A801 Bars**

3.1.6.1 Mark A801 Bars must be 1" diameter and 30'-7" long.

**3.1.7 Contract Item #7 – Mark A802 Bars**

3.1.7.1 Mark A802 Bars must be 1" diameter and 29'-7" long.

**3.1.8 Contract Item #8 – Mark W801 Bars**

3.1.8.1 Mark W801 Bars must be 1" diameter and 9'-6" long.

**3.1.9 Contract Item #9 – Mark W802 Bars**

3.1.9.1 Mark W802 Bars must be 1" diameter and 9'-7" long.

**3.1.10 Contract Item #10 – Mark W803 Bars**

3.1.10.1 Mark W803 Bars must be 1" diameter and 9'-9" long.

**3.1.11 Contract Item #11 – Mark W804 Bars**

3.1.11.1 Mark W804 Bars must be 1" diameter and 10'-6 ½" long. The bars shall be bent per the attached diagram.

**3.1.12 Contract Item #12 – HP12x74 Piling**

**REQUEST FOR QUOTATION**  
**CRFQ DOT2000000095**  
**Steel Rebar & Piling for Brushy Fork Bridge (03-20-0377)**

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**3.1.12.1** HP12x74 Piling must be supplied in 20'-0" lengths.

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

**3.2.1** All Reinforcing Steel Bars shall be AASHTO M31 Grade 60 steel. All bars are to be epoxy coated and shaped in accordance with the attached Reinforcing Bar Details (Attachment #1) for State Project No. S353-3-5.68.

**3.2.2** All HP12x74 Steel Piles shall be AASHTO M270 Grade 50 steel.

**3.2.3** Prior to delivery, all Beams, Accessories and Optional Items shall be inspected for acceptance in accordance with Sections 602 & 616 of the Division of Highways Standard Specifications Roads and Bridges adopted 2017 and as modified by any Supplemental Specification and attached hereto as Exhibit B.

**4. CONTRACT AWARD:**

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

**4.2 Pricing Page:** 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. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

**REQUEST FOR QUOTATION**  
**CRFQ DOT200000095**  
**Steel Rebar & Piling for Brushy Fork Bridge (03-20-0377)**

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**6. DELIVERY AND RETURN:**

- 6.1 Shipment and Delivery:** Vendor shall deliver the Contract Items in accordance with the following procedure after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at the Mill Run facility at:  
WVDOH – District 3 Bridge Dept.  
1423 Mill Run Road  
Parkersburg, WV 26104

All steel rebar and piling shall be available for delivery to the specified delivery site within sixty (60) calendar days after the Vendor's receipt of a State Purchase Order. Should the vendor fail to have the steel available within the 60-day requirement, the vendor may be subject to a penalty of \$100.00 per day (Saturdays and Sundays excluded). However, this penalty may be waived by the Engineer subject to written approval of Vendor's request.

Prior to delivery, all steel shall be inspected for acceptance in accordance with Sections 602 & 616 of the Division of Highways Standard Specifications Roads and Bridges adopted 2017 and as modified by any Supplemental Specification.

- 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.

**REQUEST FOR QUOTATION  
CRFQ DOT2000000095  
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**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7 VENDOR DEFAULT:**

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

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

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

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



**EXHIBIT B**  
**SECTION 602**  
**REINFORCING STEEL**

**602.1-DESCRIPTION:**

This work shall consist of furnishing and placing epoxy coated or uncoated reinforcing steel or corrosion resistant reinforcement in accordance with these Specifications and in reasonably close conformity with the Plans.

**602.2-MATERIALS:**

Reinforcing steel bars and fabric reinforcement shall meet the requirements of 709.1 and 709.4 respectively, except rail-steel shall not be used in bridge decks or parapets.

Epoxy coated reinforcing steel bars shall meet the requirements of 709.1.2, except rail-steel shall not be used in bridge decks and parapets.

Corrosion resistant reinforcing steel bars shall meet the requirements of AASHTO MP18 with minimum yield level of 100,000 psi. The degree of corrosion resistance for reinforcement shall be specified in the plans.

**CONSTRUCTION METHODS**

**602.3-ORDER LISTS:**

All order lists and bending diagrams shall be furnished by the Contractor. If requested by the Engineer, order lists and bending diagrams shall be submitted for approval. Approval of order lists and bending diagrams by the Engineer shall in no way relieve the Contractor of responsibility for the correctness of such lists and diagrams.

**602.4-PROTECTION OF MATERIALS:**

Steel reinforcement shall be stored above the well-drained surface of the ground upon platforms, skids, or other supports and shall be protected from mechanical injury. Reinforcement shall be free from injurious defects such as cracks and laminations. Any loose scale, loose rust, dirt, paint, grease, oil or other foreign materials present on the reinforcement shall be removed by wire brushing, sand blasting or other approved methods before the placement of concrete.

Reinforcing steel which will be exposed over the winter shall be protected, within one week after the placing of the initial concrete, with a brush coat of neat cement, mixed with water to a consistency of thick paint. This coating shall be removed by lightly tapping with a hammer or other tool not more than one week before the placing of the adjacent pour.

**602.5-BENDING OF REINFORCING BARS:**

Unless otherwise permitted, all reinforcing bars shall be cold bent in the shop. Bars partially embedded in concrete shall not be field bent except when shown on the Plans or permitted by the Engineer. Only competent men shall be employed for cutting and bending, and proper appliances shall be provided for the work.

Bending shall be in accordance with the Manual of Standard Practice for Detailing, Reinforced Concrete Structures, ACI 315, latest revision. Rail-steel bars shall not be field bent or straightened.

Unless otherwise specified in the plans, bending of all corrosion-resistant reinforcing bars shall be per requirements of with the latest edition of the AASHTO LRFD Bridge Design Specifications.

**602.6-PLACING AND FASTENING:**

**602.6.1-General:** All reinforcing steel shall be accurately placed and, during the placing of concrete, firmly held by supports in the position shown on the Plans. Reinforcing bars shall be securely fastened together. Bars shall be tied at all intersections except where spacing is less than 1 foot (300 mm) in each direction, in which case alternate intersections shall be tied. Distance from the forms shall be maintained by means of stays, blocks, ties, hangers, chairs, or other approved supports. Blocks for holding reinforcement from contact with forms shall be precast mortar blocks of approved shape and dimension; the use of pebbles, broken stone, metal pipe or wooden blocks will not be permitted. Reinforcement in any member will be inspected and approved before any concrete is placed.

The clear distance between the reinforcing steel and the face of the concrete unless otherwise shown in the plans shall be:

Top of deck slab:	2.5"
Bottom of deck slab:	1.0"
Bottom of footings:	3.0"
All other locations:	2.0"

**602.6.2-Epoxy Coated Bars:** Epoxy coated bars shall be placed on plastic coated wire supports. Supports shall be installed in a manner to prevent planes of weakness in the hardened concrete. The reinforcing steel shall be held in place by use of plastic or plastic coated tie wires especially fabricated for this purpose.

Any visible damage to the epoxy coating of the reinforcing steel that occurs during shipment, storage and installation of the steel shall be repaired. The patching Supplier shall furnish patching material to the project with the first shipment of epoxy coated steel. The patching material shall be prequalified as required for the coating material and shall be either identified on the container as meeting the requirements of AASHTO M284, Annex A or shall be accompanied by a Certificate of compliance. Patching of damaged areas shall be performed in accordance with the patching material manufacturer's recommendations.

In the event it is anticipated that the epoxy bars will be stored on the project site, and/or placed in final position without the concrete cover for a period of 90 days or more, then the bars shall be stored in a temporary shed or covered with plastic to prevent damage to the epoxy coating due to ultra-violet rays or other atmospheric conditions. Any temporary storage means used, shall provide adequate ventilation to the bars to prevent the build-up of moisture on the bar surface.

**602.7-BAR SPLICES:**

**602.7.1-Lapping:** All reinforcement shall be furnished in full lengths as indicated on the Plans. No splicing of bars, except where shown on the Plans, will be permitted without the written approval of the Engineer. Lapped splices shall be well distributed or located at points of low tensile stress. The bars shall be rigidly clamped or wired at all splices in a manner approved by the Engineer. Minimum lengths of lap splices unless otherwise noted shall be:

<b>Bar Designation</b>	<b>Min. Lap Splice (Ft)</b>
#4 Bar	1'-9"
#5 Bar	2'-2"
#6 Bar	2'-9"
#7 Bar	3'-9"
#8 Bar	4'-11"
#9 Bar	6'-2"
#10 Bar	7'-10"
#11 Bar	9'-7"

For epoxy coated bars, the minimum lap splice length shall be increased by 50 percent at locations where concrete cover is less than 3 bar diameters and 20 percent at all other locations.

Lapped splices for corrosion-resistant rebar shall be in accordance with the latest edition of the AASHTO LRFD Bridge Design Specifications.

**602.7.2-Welding:** Splicing by welding of reinforcement will be permitted only if detailed on the Plans or if authorized by the Engineer in writing. Welding shall comply with the current specifications of the American Welding Society, D 1.4, and the weld shall develop an ultimate strength equal to or greater than that of the bars connected. Welding of corrosion resistant reinforcement is not permitted.

**602.7.3-Mechanical Splice Connectors:** Mechanical splice connectors shall develop in tension or compression at least 125 percent of the specified yield strength of the bar.

**602.8-FABRIC REINFORCEMENT:**

Mesh sheets or uncoated reinforcing steel, except steel mesh, will be measured by the pound (kg), based on Plan lengths and numbers of bars, using the unit weights in Table 602.9. The quantity for payment will be the number of pounds (kg) calculated and placed as shown on the Plans or directed, complete in place and accepted, subject to adjustment as provided for in 104.2 and 109.2.

**602.9-METHOD OF MEASUREMENT:**

Epoxy coated or uncoated reinforcing steel, except steel mesh, will be measured by the pound (kg), based on Plan lengths and numbers of bars, using the unit weights in Table 602.9. The quantity for payment will be the number of pounds (kg) calculated and placed as shown on the Plans or directed, complete in place and accepted, subject to adjustment as provided for in 104.2 and 109.2.

**TABLE 602.9**

<b>Bar Designation</b>	<b>Weight Per Lin. Ft. in Lb. (Mass kg per meter)</b>	<b>Bar Designation</b>	<b>Weight Per Lin Ft. in Lb. (Mass kg per meter)</b>
# 3 (10)	0.376 (.560)	# 9 (29)	3.400 (5.060)
# 4 (13)	0.668 (.994)	# 10 (32)	4.303 (6.404)
# 5 (16)	1.043 (1.552)	# 11 (36)	5.313 (7.907)
# 6 (19)	1.502 (2.235)	# 14S (43)	7.650 (11.38)
# 7 (22)	2.044 (3.042)	# 18S (57)	13.600 (20.24)
# 8 (25)	2.670 (3.973)		

**602.10-BASIS OF PAYMENT:**

The quantity, determined as provided above, will be paid for at the contract unit price bid for the items listed below, which price and payment shall be full compensation for furnishing, fabricating, transporting, storing and placing epoxy coated or uncoated reinforcing steel; and the furnishing of all other materials and doing all the work described in a workmanlike and acceptable manner, including all labor, tools, equipment, supplies, and incidentals necessary to complete the work.

**602.11-PAY ITEMS:**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>
602001-*	Reinforcing Steel Bar	Pound (Kilogram)
602002-*	Epoxy Coated Reinforcing Steel Bar	Pound (Kilogram)
602003-*	Corrosion Resistant Reinforcing Steel Bar	Pound (kilogram)

\* Sequence number

## **SECTION 709 METALS**

### **709.1-STEEL BARS FOR CONCRETE REINFORCEMENT:**

All bar reinforcement, whether deformed or plain, shall meet the requirements of AASHTO M31 or AASHTO MP18 and be NTPEP certified where applicable. All reinforcement for use in structures shall be labeled to correspond with marks on the plans before being shipped to the job site.

When reinforcing steel material is furnished by a supplier who is not certified under provisions of MP 709.01.50, with either epoxy coated or plain bar, the supplier shall at their expense be required to have each heat or lot of material to be furnished to the Division sampled by a Division approved inspection agency in accordance with MP 700.00.01 and shall have the samples tested for compliance with the governing specification by a Division approved laboratory. The test and inspection information shall be furnished in the Division approved computer acceptable format.

Epoxy coated reinforcing steel shall meet the requirements of ASTM A775, except that Section 12.1 of ASTM A775 shall be deleted and replaced with the following. The Contractor shall repair any damage to epoxy coating of reinforcing steel that occurs during shipment, storage and installation of the steel. The sum of all damage areas in each one foot (300 mm) length of bar shall not exceed two percent of the bar area. The total bar surface area covered by patching material shall not exceed five percent. All field handling and patching requirements shall conform to ASTM D3963.

### **709.2-PRESTRESSING REINFORCEMENT:**

Prestressing reinforcement shall be high-tensile steel wire conforming to AASHTO M 204, high-tensile wire strand conforming to AASHTO M 203, or high-tensile-strength steel bars conforming to AASHTO M 275.

### **709.3-HOOK EXPANSION BOLTS FOR FASTENING WIRE MESH IN SHOTCRETE APPLICATIONS:**

Hook fasteners for wire mesh reinforcement used in shotcrete applications shall meet the requirements of American Iron and Steel Institute (AISI) C1010 through C1018.

### **709.4-WELDED WIRE FABRIC FOR CONCRETE REINFORCEMENT:**

Welded wire fabric for concrete reinforcement shall conform to the requirements of AASHTO M 55, except as modified.

Fabric reinforcement for pavement shall be not less than 5 feet (1.5 meters) in width and shall be shipped in sheets and not in rolls. Fabric for slope protection, gutters and miscellaneous items may be shipped in rolls. Sheets shall be bent in the shop as shown on the Plans. Epoxy coated welded wire fabric for concrete reinforcement shall meet the requirements of ASTM A 884/A 884M.

### **709.5-EXPANDED METAL PAVEMENT REINFORCEMENT:**

Expanded metal pavement reinforcement shall be made from open-hearth mild steel plates by a cutting and drawing process to form a uniform diamond shape mesh. The weight per 100 sq. ft. (10 square) and size of the meshes shall be as specified on the Plans. The strands or members

## SECTION 616 PILING

### 616.1-DESCRIPTION:

This work shall consist of furnishing and driving concrete, or steel bearing piles, of the kind and dimensions designated, to the required bearing or penetration in accordance with these Specifications and in reasonably close conformity with the lines and spacing shown on the Plans or established by the Engineer.

### 616.2-MATERIALS:

Materials shall conform to the requirements specified in the following sections/subsections:

MATERIAL	SUBSECTION
Precast Concrete Piles	601
Prestressed Concrete Piles	603
Steel Bearing Piles and Splices*	709.12
Steel Pile Points	709.50

\* The piling section shall be of the H form and with total flange width substantially equal to the depth of the section. No section shall have a thickness of metal less than 0.4 inches (10 mm), nor a depth less than 8 inches (200 mm).

## CONSTRUCTION METHODS

### 616.3-PREPARATION FOR DRIVING:

**616.3.1-General:** Piles shall not be driven until required excavation or embankment is completed. Material forced up between the piles shall be removed to correct elevation, without cost to the Division, before concrete for the foundation is placed.

**616.3.2-Caps:** The heads of all concrete piles shall be protected by caps of approved design, preferably having a rope or other suitable cushion net to the pile head, and fitting into a casting which, in turn, supports a timber shock block when the nature of the driving is such as to unduly injure them. A cast or structural steel cap or driving head shall be used for driving steel piles, if required, to keep the pile heads from upsetting excessively under hard driving conditions.

### 616.4-EQUIPMENT FOR DRIVING:

**616.4.1-General:** When a steam or air hammer is used for driving any type of piles, both the volume and pressure of steam or air recommended by the manufacturer of the hammer, as well as the rated number of strokes per minute, shall be maintained at all times to insure full energy of the driving blows.

Before pile driving is started, the Contractor shall provide written certification to the Engineer that the pile hammer, air compressors, and air valves have been inspected and found to be in good working condition.

In case the required penetration is not obtained by the use of a hammer complying with the minimum requirements in 616.4.2 and 616.4.3, the Contractor shall provide a heavier hammer or resort to jetting at their own expense, unless jetting is specifically prohibited.

**616.4.2-Hammers for Steel Piles:** Gravity hammers for driving steel piles shall weigh not less than 2,000 and 3,000 lb. (907 to 1 360 kg) respectively, and in no case shall the weight of the hammer be less than the combined weight of the driving head and pile, unless noted otherwise on the Plans. The fall shall be so regulated as to avoid injury to the piles and in no case shall exceed 15 ft. (4.5 m).

Steam or air hammers used for driving steel piles shall develop an energy per blow, at each full stroke of the piston, of not less than 12,000 ft.-lb. (16.3 kJ) unless noted otherwise on the Plans.

**616.4.3-Hammers for Concrete Piles:** Steam or air hammers used for driving precast concrete piles with a mandrel shall develop an energy per blow, at each full stroke of the piston, of not less than 15,000 ft.-lb. (20.3 kJ) or not less than one foot-pound for each pound of weight driven.

**616.4.4-Leads:** Pile driver leads shall be constructed in such a manner as to afford freedom of movement to the hammer, and they shall be held in position by guys or still braces to insure firm support to the pile during driving to the lowest point the hammer must reach.

**616.4.5-Water Jets:** When water jets are used, the numbers of jets and the volume and pressure of water at the jet nozzles shall be sufficient to freely erode the material adjacent to the piles. The plant shall have sufficient capacity to deliver at all times at least 100 psi (689 kPa) pressure at two ¾ inch (19 mm) jet nozzles.

#### **616.5-METHOD OF DRIVING:**

Precast concrete piles shall be driven by means of a combination of steam or air hammer and water jet, but the water jet may be omitted if approved by the Engineer. Other piles shall preferably be driven with an approved steam or air hammer, an approved diesel hammer, or a combination of these hammers, and water jet, except that jetting of steel piles will not be permitted unless special written permission of the Engineer is obtained. The jets, if used, shall be withdrawn before the desired penetration is reached, and the piles shall be driven with the hammer to secure the final penetration.

Pile driver leads shall be used in driving unless otherwise directed by the Engineer in writing. Underwater hammers may be used only when held in rigid leads extending to the full depth.

#### **616.6-ACCURACY OF DRIVING:**

All piles shall be driven with a variation of not more than 2% from the vertical or from the batter line indicated. The plan elevation for cut off shall be measured from the lowest point of the pile head with a maximum deviation of 2 inches (50 mm) above plan cut off providing this deviation does not interfere with other construction requirements. The cut off shall be made at right angles to the pile. The concrete cover from the face of the concrete to any face of the pile shall not be less than 9 inches (225 mm) except on the side the pile penetrates the structure. Additional concrete cover may be monolithically added to the structure to maintain the minimum 9 inches (225 mm) cover at no cost to the Division.

**616.6.1-Foundations:** The location in plan for piles in foundations may have a maximum deviation of 6 inches (150 mm) from that shown in the contract documents except as provided in 616.6.2.

**616.6.2-Abutments with Single Lines of Piles:** The location in plan for piles in an abutment with a single line of piles may have a maximum deviation of 3 inches (75 mm) from that shown in the contract documents.

**616.6.3-Combination Pile and Trestle Bents:** The location of the top of a combination pile and trestle bent may have a maximum plan deviation of 1 1/2 inches (38 mm).

**616.7-DEFECTIVE PILES:**

The procedure incident to the driving of piles shall not subject them to excessive and undue abuse producing crushing and spalling of concrete or deformation of the steel. Any pile driven out of its proper location or any pile damaged by reason of internal defects or by improper driving shall be removed or, at the option of the Engineer, a second pile may be driven adjacent thereto if this can be done without detriment to the structure. All piles so driven shall be at the expense of the Contractor.

**616.8-DETERMINATION OF BEARING VALUES:**

**616.8.1-Loading Tests:** When required, the size and number of piles shall be determined by actual loading tests. In general, these tests shall consist of the application of a test load placed upon a suitable platform supported by the pile, together with suitable apparatus for accurately measuring the load and the settlement of the pile under each increment of load. The safe allowable load shall be considered at 50% of that load which produces a permanent settlement not greater than 3 inches (75 mm), measured at the top of the pile, after 48 hours of application. This maximum settlement shall not be increased by a continuous application of the test load for a period of 60 hours. In general, one pile for each group of 100 piles shall be tested.

**616.8.2-From Blow Count at Refusal:** The size of piles, energy rating of hammer, and design load will be designated on the Plans. All piles shall be driven to refusal into the foundation strata as indicated by the estimated pile lengths or pile tip elevations. Refusal is defined as the equivalent of 20 blows for 1 inch (25 mm) of penetration with a power hammer developing the minimum designated foot pounds per blow. The minimum number of blows in the last inch of penetration shall be as specified on the Plans. If a larger hammer is used, the Engineer will specify the blow count to determine refusal.

**616.9-PRECAST CONCRETE PILES:**

**616.9.1-General:** Precast concrete piles shall be constructed in accordance with the size, shape, and reinforcement, shown on the Plans.

Class B concrete shall be used, and the applicable provisions of 601 shall govern.

**616.9.2-Formwork:** Forms for precast concrete piles shall conform to the general requirements for concrete form work as provided in 601. Forms shall be accessible for tamping and consolidation of the concrete. Under good weather conditions, side forms may be removed



24 hours after placing concrete, but the entire pile shall remain supported for at least seven days and shall not be subjected to any handling stress until the concrete has set for at least 14 days or for a longer period in cold weather, according to the judgment of the Engineer. Where control cylinders are made, bottom forms may be removed when the concrete has developed a compressive strength of 2,000 psi (14 MPa).

**616.9.3-Placing and Finishing:** Piling may be cast in either a vertical or horizontal position. Special care shall be taken to consolidate the concrete around the reinforcement and to avoid the formation of stone pockets, honeycomb, or other such defects. To secure uniformity and remove surplus water, the concrete in each pile shall be placed continuously and shall be compacted by vibrating or by other means satisfactory to the Engineer. The forms shall be overfilled, the surplus concrete screeded off, and the top surfaces finished to uniform, even texture similar to that produced by the forms.

As soon as the forms are removed, concrete piles shall be pointed with a 1 to 2 mortar and finished. Trestle piling exposed to view shall be finished above the ground line in accordance with the provisions governing the finishing of concrete columns. Foundation piling and that portion of the trestle piling which will be below the ground surface shall not be finished except by pointing as specified.

**616.9.4-Curing:** Concrete piles shall be cured in accordance with the general provisions governing the curing of concrete as specified in 601. As soon as the piles have hardened sufficiently, they shall be removed from the forms and placed in a curing pile, separated from each other by wood spacing blocks. No pile shall be driven until it has cured for at least 21 days and in cold weather for a longer period as determined by the Engineer.

**616.9.5-Handling:** Removal of forms, curing, storing, transporting, and handling precast concrete piles shall be done in such a manner as to avoid excessive bending stresses, cracking, spalling, or other injurious results. Piles shall be lifted by means of suitable bridles or slings attached to the pile along its length. The arrangement shall be such that no stresses in excess of 12,000 (82.7 MPa) psi are developed in the reinforcement, and the maximum compressive stress in the concrete is not over 600 psi (4 Mpa) allowing 100 % of the calculated load for impact and shock.

#### **616.10-PRESTRESSED CONCRETE PILES:**

Prestressed concrete piles shall conform to the requirements of 603.

#### **616.11-STEEL PILING:**

**616.11.1-General:** Steel piles shall consist of structural steel shapes of the kind and size specified. Full-length steel piles shall be used where practicable. Splicing of piles is permitted subject to the approval of the Engineer and shall be in accordance with this Specification. The number of welded connections in the length of a pile shall be preferably as few as practicable.

**616.11.2-Splicing Steel Piles:** If splices are made in steel piles by welding, the abutting surfaces must be true planes. The top surface of the lower pile shall be straightened if bent during the driving process or cut off (flame cutting permitted, 615.4.3.2.2) below the bent portion if it cannot be satisfactorily straightened. The bottom surface of the upper pile shall be

beveled on the inside edges of the flanges and along one edge of the web. The bevel shall be made at an angle of approximately 40° with the horizontal. A surface of 1/8 inch (3 mm) may be left unbeveled. The upper pile shall be securely clamped to the lower pile and separated there from 1/8 inch (3 mm), care being taken to make the axis of the two piles coincide. The entire periphery of the pile joint shall then be butt welded, by properly certified welders, with sufficient passes to completely fill the joint, the slag of each pass being removed before beginning the next pass.

**616.11.3-Cutting off Steel Piles:** Steel piles shall be cut off at the required elevation. If capping is required, the connection shall be made according to details shown on the Plans.

**616.12-PREDRILLED PILING:**

Holes shall be drilled or bored through the fill material to original ground or into the rock strata, when specified on the Plans, before driving the piles. The predrilled holes for H-piling shall have a diameter of approximately 85 % of the depth of the pile section when the piling is not required to penetrate into rock and shall be a minimum of 100 % of the diagonal dimension of the pile section when the piling is required to be socketed into rock. Holes for round piles may vary from 2 inches (50 mm) less to 4 inches (100 mm) more than the diameter of the pile, the exact diameter to be approved by the Engineer to produce satisfactory pile driving results.

All voids remaining after driving operations shall be filled with concrete sand or other aggregate of a size no larger than No. 8. Test requirements for this material are waived, except that the material shall be dry and free flowing in order to fill the voids around the piles to the satisfaction of the Engineer.

**616.13-EXTENSIONS OR "BUILD-UPS":**

Extensions, splices or build-ups on concrete piles, when necessary and permitted by the Engineer, shall be made as follows:

After the driving is completed, the concrete at the end of the pile shall be cut away, leaving the reinforcement steel exposed for a length of 40 diameters. The final cut of the concrete shall be perpendicular to the axis of the pile. Reinforcement similar to that used in the pile shall be securely fastened to the projecting steel and the necessary formwork shall be placed, care being taken to prevent leakage along the pile. The concrete shall be of the same quality as that used in the pile. Just prior to placing concrete, the top of the pile shall be thoroughly wetted and covered with a thin coating of neat cement, retempered mortar or other suitable bonding material. The forms shall remain in place not less than seven days and shall then be carefully removed and the entire exposed surface of the pile finished as specified in 616.9.3.

**616.14-METHOD OF MEASUREMENT:**

The number of linear feet (meters) of piles of the type specified to be paid for will be the actual length of piles remaining in the finished structure. All cut-offs remain the property of the Contractor for disposition.

Extension, splices, or "build-ups" will not be measured for payment as such, but, they will be included as footage in the length of piling remaining in the finished structure. In determining the amount to be included, no allowance will be made for cut-offs necessary to accomplish the extensions, splices, or "build-ups".

“Pile Loading Tests” will be measured separately and will be the actual number of tested piles in place.

**616.15-BASIS OF PAYMENT:**

The quantities, determined as provided above, will be paid for at the contract unit prices bid for the items listed below, which prices and payments shall be full compensation for furnishing all materials and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, supplies, and incidentals necessary to complete the work. The cost of preboring, filling of voids, splicing, and metal shoes or points shall be included in the price bid for the piles.

Loading tests will be paid for at the contract unit price for “Pile Loading Tests”, or, in the absence of such a price bid, they will be paid for as extra work.

**616.16-PAY ITEMS:**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>
616003-*	Concrete Piles	Linear Foot (Meter)
616004-*	“size” Steel Bearing Piles, Driven	Linear Foot (Meter)
616005-*	Steel Bearing Piles, Pre-Drilled and Driven	Linear Foot (Meter)
616007-*	Pile Loading Tests	Per Pile
616016-*	Sheet Piling Left In Place	Linear Foot (Meter)
616017-*	Sheet Piling, Driven	Linear Foot (Meter)

\* Sequence number

## 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: Fosion Supply Address: 9374 T.V. Rd  
Scott Depot WV 25560

Name of Authorized Agent: Bobby Balsam Address: same

Contract Number: 304-755-8241 Contract Description: Rebar - Braosly Fork

Governmental agency awarding contract: \_\_\_\_\_

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: 1-6-20

**Notary Verification**

State of West Virginia, County of Putnam:

I, Amy Smith, 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 6th day of January, 2020

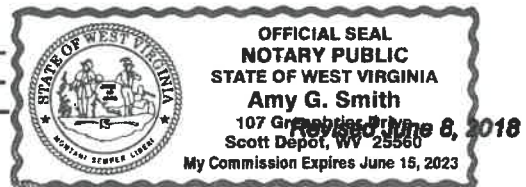
[Signature]  
Notary Public's Signature

**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(l), 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: Fosier Supply

Authorized Signature: [Signature] Date: 1-6-20

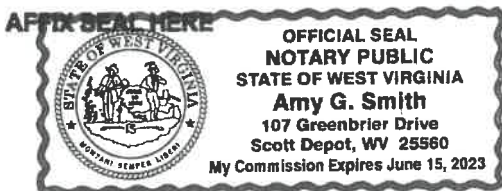
State of West Virginia

County of Putnam, to-wit:

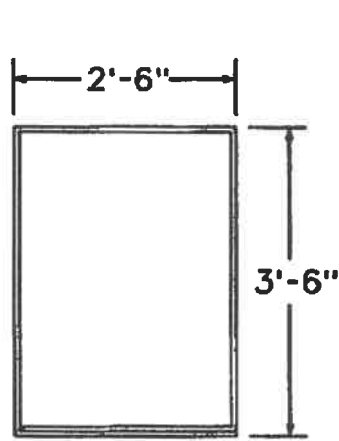
Taken, subscribed, and sworn to before me this 6th day of January, 2020

My Commission expires June 15, 2023

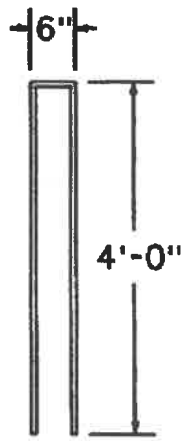
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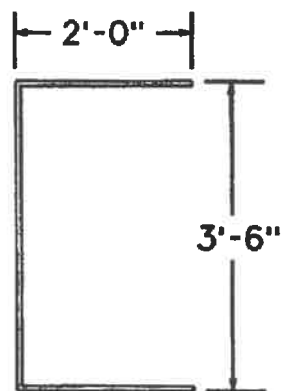
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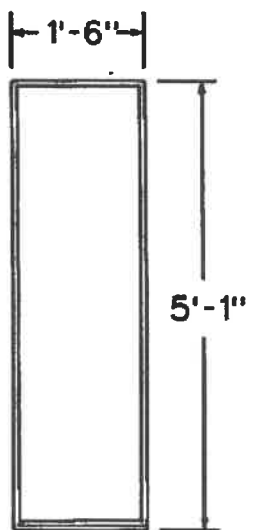
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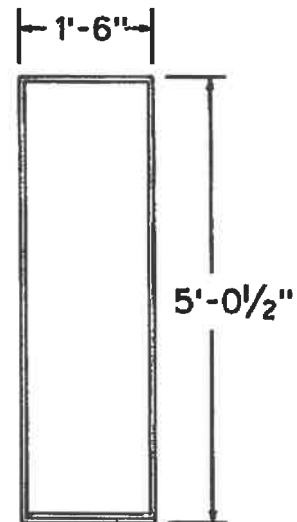
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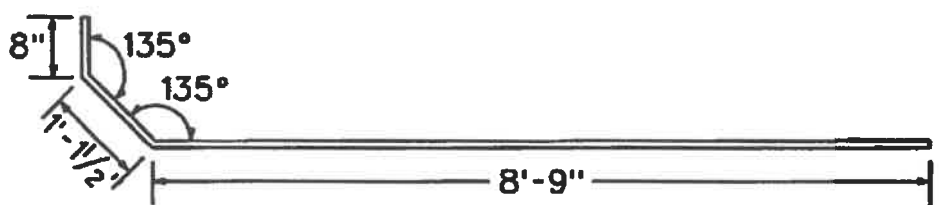
A503



W501



W502



W804

REINFORCING BAR DETAILS  
 BRUSHY FORK BRIDGE  
 PROJECT NO. S353-3-5.68  
 BRIDGE NO. 53-3-5.68  
 WIRT COUNTY

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 DISTRICT THREE BRIDGE DEPARTMENT

BILL OF REINFORCING STEEL


MARK	BAR TYPE	LENGTH OF BAR	NO. OF BARS	TOTAL LENGTH	WEIGHT (LBS.)
A501	BENT	14'-6"	60	870'-0"	908
A502	BENT	8'-6"	60	510'-0"	532
A503	BENT	7'-6"	2	15'-0"	16
W501	BENT	14'-8"	16	234'-8"	245
W502	BENT	14'-7"	15	218'-9"	228
A801	STR.	30'-7"	16	489'-4"	1,307
A802	STR.	29'-7"	16	473'-4"	1,264
W801	STR.	9'-6"	24	228'-0"	609
W802	STR.	9'-7"	12	115'-0"	307
W803	STR.	9'-9"	7	68'-3"	182
W804	BENT	10'-6 1/2"	5	52'-8 1/2"	141
<b>TOTAL</b>					<b>5,739</b>

NOTE: ALL REINFORCING STEEL BARS ARE TO BE EPOXY COATED.  
 STEEL BARS SHALL BE AASHTO M31 GRADE 60 STEEL.

**CRFQ DOT2000000095**

Item Number	Quantity	Unit of Measure	Description	Unit Price	Total Cost
1	908	Lbs	A501 Bent 14'-6" bars (Total length 870'-0" and total weight of 908 pounds) Reinforcing steel bars are to be epoxy coated. Steel bars shall be AASHTO M31 Grade 60 steel (See attached)	0.98	\$ 889.84
2	532	Lbs	A502 Bent 8'-6" bars (Total length 510'-0" and total weight of 532 pounds) Reinforcing steel bars are to be epoxy coated. Steel bars shall be AASHTO M31 Grade 60 steel (See attached)	0.98	\$ 521.36
3	16	Lbs	A503 Bent 7'-6" bars (Total length 15'-0" and total weight of 16 pounds) Reinforcing steel bars are to be epoxy coated. Steel bars shall be AASHTO M31 Grade 60 steel (See attached)	0.98	\$ 15.68
4	245	Lbs	W501 Bent 14'-8" bars (Total length 234'-8" and total weight of 245 pounds) Reinforcing steel bars are to be epoxy coated. Steel bars shall be AASHTO M31 Grade 60 steel (See attached)	0.98	\$ 240.10
5	228	Lbs	W502 Bent 14'-7" bars (Total length 218'-9" and total weight of 228 pounds) Reinforcing steel bars are to be epoxy coated. Steel bars shall be AASHTO M31 Grade 60 steel (See attached)	0.98	\$ 223.44
6	1307	Lbs	A801 Straight 30'-7" bars (Total length 489' 4" and total weight of 1,307 pounds) Reinforcing steel bars are to be epoxy coated. Steel bars shall be AASHTO M31 Grade 60 steel (See attached)	0.98	\$ 1,280.86
7	1264	Lbs	A802 Straight 29'-7" bars (Total length 473' 4" and total weight of 1,264 pounds) Reinforcing steel bars are to be epoxy coated. Steel bars shall be AASHTO M31 Grade 60 steel (See attached)	0.98	\$ 1,238.72
8	609	Lbs	W801 Straight 9'-6" bars (Total length 228'-0" and total weight of 609 pounds) Reinforcing steel bars are to be epoxy coated. Steel bars shall be AASHTO M31 Grade 60 steel (See attached)	0.98	\$ 596.82



9	307	Lbs	W802 Straight 9'-7" bars (Total length 115'-0" and total weight of 307 pounds) Reinforcing steel bars are to be epoxy coated. Steel bars shall be AASHTO M31 Grade 60 steel (See attached)	0.98	\$ 300.86
10	182	Lbs	W803 Straight 9'-9" bars (Total length 68'-3" and total weight of 182 pounds) Reinforcing steel bars are to be epoxy coated. Steel bars shall be AASHTO M31 Grade 60 steel (See attached)	0.98	\$ 178.36
11	141	Lbs	W804 Bent 10'-6.5" bars (Total length 52'-8.5" and total weight of 141 pounds) Reinforcing steel bars are to be epoxy coated. Steel bars shall be AASHTO M31 Grade 60 steel (See attached)	0.98	\$ 138.18
12	800	Linear Feet	HP12x74 inch in 20'-0" lengths. Must be AASHTO M270 Grade 50	No Bids	\$ No Bids -
<b>Total Bid Amount</b>					
				\$	5,624.22