



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

Welcome, Alisha S Pettit

[Procurement](#) [Budgeting](#) [Accounts Receivable](#) [Accounts Payable](#)

Solicitation Response(SR) Dept: 0804 ID: ESR06262000000008096 Ver.: 1 Function: New Phase: Final Modified by batch , 06/26/2020

Header 1

List View

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 690446

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0804

Vendor ID: 000000192690

SO Doc ID: RMA2000000006

Legal Name: CARL BELT INC

Published Date: 6/24/20

Alias/DBA:

Close Date: 6/26/20

Total Bid: \$1,608,340.00

Close Time: 13:30

Response Date: 06/26/2020

Status: Closed

Response Time: 12:31

Solicitation Description: ADDENDUM 6 - Replacement of BR 6.5 on SBVR

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder : 690446

Solicitation Description : ADDENDUM 6 - Replacement of BR 6.5 on SBVR

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-06-26 13:30:00	SR 0804 ESR06262000000008096	1

VENDOR

000000192690
CARL BELT INC

Solicitation Number: CRFQ 0804 RMA2000000006

Total Bid : \$1,608,340.00

Response Date: 2020-06-26

Response Time: 12:31:59

Comments:

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
(304) 558-0468
linda.b.harper@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	BR 6.5 Replacement	1.00000	LS	\$1,608,340.000000	\$1,608,340.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description :	Replacement of timber section of BR 6.5 on the South Branch Valley Railroad
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Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
09 — Construction

Proc Folder: 690446

Doc Description: Replacement of BR 6.5 on SBVR

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-02	2020-03-26 13:30:00	CRFQ 0804 RMA2000000006	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
(304) 558-0468
linda.b.harper@wv.gov

Signature X

FEIN #

DATE

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the agency, WV State Rail Authority, to establish a one-time construction contract for all labor, materials, and equipment for partial replacement of timber members on BR 6.5 per the attached documentation.

Please note: There will be a mandatory pre-bid meeting held on Tuesday, March 17, 2020 at 10:30 a.m. at the State Rail Authority Office - Conference Room, 120 Water Plant Drive, Moorefield, WV 26836

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV26836	MOOREFIELD	WV 26836
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BR 6.5 Replacement	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description :

Replacement of timber section of BR 6.5 on the South Branch Valley Railroad

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-bid Meeting 10:30 am	2020-03-17
2	Question Deadline 3:00 p.m.	2020-03-19

RMA2000000006	Document Phase Draft	Document Description Replacement of BR 6.5 on SBVR	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
Partial Replacement of BR 6.5 on SBVR

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV State Rail Authority to establish a contract for the following:

Partial replacement of timber members on BR 6.5.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

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 and in the Project Plans as defined below.

2.1 **"Construction Services"** means partial replacement of BR 6.5 as more fully described in the Project Plans.

2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 **"Project Plans"** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five (5) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the

REQUEST FOR QUOTATION
Partial Replacement of BR 6.5 on SBVR

Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

- 4.2. Contractor must have had experience with replacing bridge timbers.
- 4.3. Contractor must have had experience in installing bridge concrete footers and backwalls.
5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.
- X **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B and B1 or any subsequent addenda modifying Exhibit B and B1.

Larger copies of Engineering plans can be view at The WV State Rail Authority 120 Water Plant Drive, Moorefield, WV 26836.

REQUEST FOR QUOTATION
Partial Replacement of BR 6.5 on SBVR

- **Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

10. CONDITIONS OF THE WORK

10.1. Permits: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

10.2. Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

10.3. Standard Work Hours: The standard hours of work for this Contract will be 6:30 a.m – 6:30 pm 7 days of the week (or longer as needed) holidays recognized by the State of West Virginia can also be planned for work. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation. Contractor can not plan to work the last weekend of every month because of a scheduled Potomac Eagle excursion to Green Spring.

10.4. Project Closeout: Project Closeout shall include the following:

10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.4.1.1. Vendor will remove all old timbers and dispose of properly.

10.4.1.2. Vendor will remove all trash and debris from work site.

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that

REQUEST FOR QUOTATION
Partial Replacement of BR 6.5 on SBVR

work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

11. FACILITIES ACCESS: Performance of Contract Services does not require access cards and/or keys to gain entrance to Agency's facilities.

12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: David J. Madden

Telephone Number: 301-729-8900

Fax Number: 301-729-0163

Email Address: davem@thebeltgroup.com

Exhibit A PRICE SHEET

Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	SBVR Bridge Repair				
13.1.1	Bridge 6.5 - MP 6.5	\$1,608,340.00	lump sum	1	\$1,608,340.00
			Total Bid Amount:		\$1,608,340.00

REQUEST FOR QUOTATION
Bridge Repairs on the South Branch Valley Railroad

EXHIBIT B – PROJECT PLANS

1. GENERAL REQUIREMENTS:

13.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

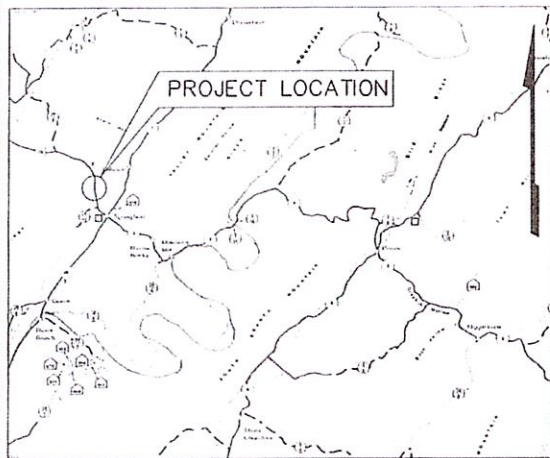
13.1.1 Bridge 6.5 (Located at Milepost 6.5 over County Route 28 in Hampshire County)

13.1.1.1 Vendor will perform work on BR 6.5 as outlined in the attached engineering plans. Exhibit B(1)

13.1.1.2 Vendor will be responsible for all rail work on bridge as outlined in the attached engineering plans. Exhibit B(1)

13.2.1 Material Specifications

13.2.1.1 Material specifications are listed on the attached engineering plans. Exhibit B(1)



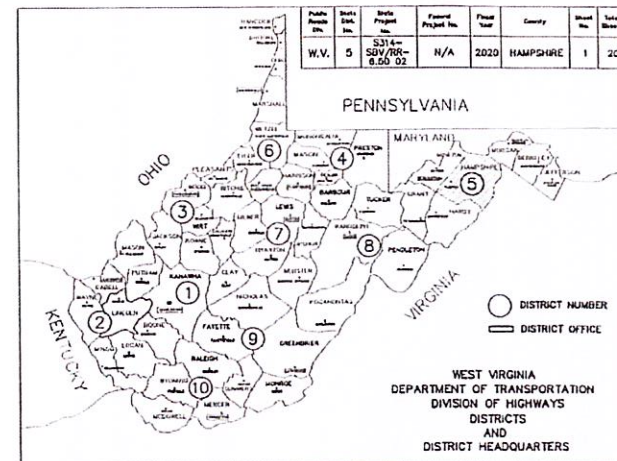
UTILITIES
NONE

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY PLANS FOR CONSTRUCTION OF STATE HIGHWAY

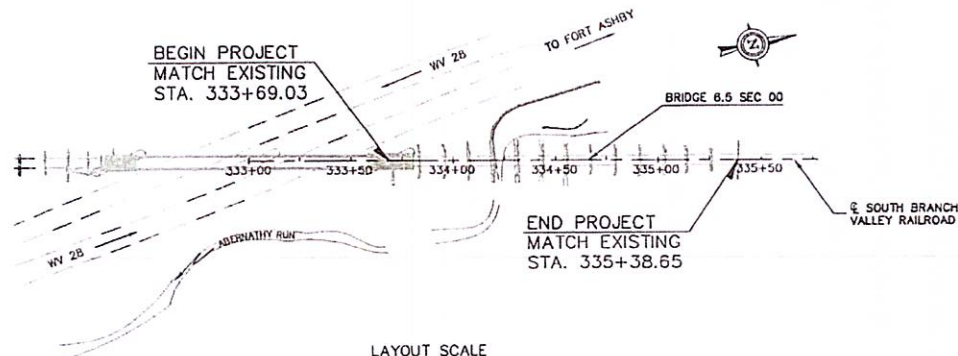
FEDERAL PROJECT NO. N/A
STATE PROJECT NO. S314-SBV/RR-6.50 02
COUNTY ROUTE NO. 28
SPRINGFIELD DISTRICT
HAMPSHIRE COUNTY

SOUTH BRANCH VALLEY
RAILROAD BRIDGE 6.50

Station	Station	f.t.	mile(s)
Bridge 333+69.03	to 335+38.65	= 169.62	= 0.03
Total Project Length		= 169.62	= 0.03



TYPE OF CONSTRUCTION
BRIDGE REPAIR, RETAINING WALL
BRIDGE NO. 6.50

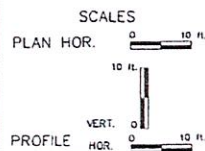


J.B. TURMAN ENGINEERING, PLLC
P.O. BOX 483
MARTINSBURG, WEST VIRGINIA 25404
www.jbturmaneng.com



JAMES B. TURMAN P.E. NO. 15695

11/14/19
DATE



DESIGN EXCEPTIONS:

A. D. T.	= 3000
A. D. T.	= N/A
D. H. V.	= N/A
D.	= N/A
T.	= N/A
V.	= N/A

CONVENTIONAL SIGNS

STATE LINE	—
COUNTY LINE	—
CORPORATION LINE	—
PROPOSED R/W & EASEMENT LINE	—
EXISTING R/W LINE	—
PROPERTY LINE	—
EXISTING FENCE	—
PROPOSED FENCE	—
EDGE OF STREAM	—
PROPOSED GUARD RAIL	—
EXISTING GUARD RAIL	—
RAILROAD	—
GAS LINE	—
WATER LINE	—
TELEPHONE LINE	—
ELECTRIC LINE	—
TELEPHONE POLE	—
POWER POLE	—
COMBINED POWER AND TELEPHONE POLE	—
TREE	—
SHRUB	—
RIGHT OF WAY MARKER	—

INDEX TO SHEETS

NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL PLAN AND ELEVATION
3-4	GENERAL NOTES
5	SUMMARY OF QUANTITIES
6-7	TEMPORARY TRAFFIC CONTROL PLANS
8	CONSTRUCTION SEQUENCE
9-11	SPECIAL CONSTRUCTION DETAILS
12	FOOTER 1 AND 2 DETAILS
13	FOOTER DETAILS
14	FOOTER REHAB DETAILS
15-16	BENT DETAILS
17	FOOTER AND FOOTER REHAB REINFORCING
18	FRAMING PLAN
19-20	BORING LOGS

NO.	DATE	REVISIONS	BY

I HEREBY CERTIFY THAT THIS IS A CORRECT COPY OF THE PLANS
OF PROJECT S314-SBV/RR-6.50 02

DEPUTY SECRETARY

RECOMMENDED: PROJECT ENGINEER

RECOMMENDED FOR APPROVAL: STATE HIGHWAY ENGINEER

APPROVED: COMMISSIONER OF HIGHWAYS

PROJECT NO. S314-SBV/RR-6.50 02

GENERAL NOTES

GOVERNING SPECIFICATIONS

THE AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION (AREMA) 2019 EDITION "MANUAL FOR RAILWAY ENGINEERING, VOLUME 2, "STRUCTURES", AND THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS STANDARD SPECIFICATIONS, ROADS AND BRIDGES ADOPTED YEAR 2017, AS AMENDED BY THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, SUPPLEMENTAL SPECIFICATIONS, DATED JANUARY 1, 2019, THE CONTRACT DOCUMENTS, AND THE CONTRACT PLANS ARE THE GOVERNING PROVISIONS APPLICABLE TO THIS PROJECT.

DESIGN

LIVE LOAD = COOPER E-80 LOADING WITH FULL DIESEL IMPACT AND THE ALTERNATE LIVE LOAD.

MATERIAL DESIGNATIONS

PLANS WILL UTILIZE ASTM DESIGNATIONS FOR MATERIALS IN CONFORMANCE WITH WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS SPECIFICATIONS.

DESIGN UNIT STRESSES

CONCRETE:

CLASS "B" $f_c = 3,000$ PSI $n = 9$
CLASS "DC" $f_c = 4,500$ PSI $n = 8$

REINFORCING STEEL:

AASHTO M31 GRADE 60 $f_y = 60,000$ PSI

TIMBER:

SOUTHERN YELLOW PINE, NO. 1 DENSE SELECT STRUCTURAL GRADE

CONCRETE

THE FOOTER CONCRETE SHALL BE CLASS B CONCRETE. CONCRETE SHALL BE CURED IN ACCORDANCE WITH SECTION 601.12 OF THE STANDARD SPECIFICATIONS, EXCEPT THAT A SEVEN DAY WET CURE SHALL BE REQUIRED. THE CONTRACTOR IS PROHIBITED FROM REDUCING THE CURE TIME AS OUTLINED IN SECTION 601.12.1 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL NOT BE PERMITTED TO ADD ADDITIONAL AMOUNT OF CEMENT TO THE APPROVED MIX DESIGN IN ORDER TO OBTAIN HIGH EARLY STRENGTH AND/OR REDUCE CURE TIME.

ALL CONCRETE SHALL BE FINISHED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 601 OF THE SPECIFICATIONS. CHAMFER ALL EXPOSED EDGES $\frac{3}{4}$ " BY $\frac{3}{4}$ " ON SUPERSTRUCTURE AND 1" BY 1" ON SUBSTRUCTURE UNLESS OTHERWISE NOTED.

REINFORCING STEEL BARS

EMBEDMENT DIMENSIONS FOR REINFORCING ARE CLEAR DIMENSIONS UNLESS OTHERWISE SHOWN OR NOTED. BAR SPACING IS GIVEN TO CENTERLINE OF BAR. LAP ALL REINFORCEMENT A MINIMUM OF 30 BAR DIAMETERS UNLESS OTHERWISE NOTED IN THE PLANS. THE CLEAR DISTANCE BETWEEN REINFORCING STEEL AND THE FACE OF CONCRETE SHALL BE 3", UNLESS OTHERWISE SHOWN ON THE DRAWINGS. COST OF REINFORCING STEEL BARS SHALL BE INCLUDED UNDER ITEM 602001-001.

STRUCTURAL FASTENERS

ANCHOR BOLTS SHALL BE A490 HIGH-STRENGTH BOLTS. BOLTS, NUTS AND WASHERS SHALL CONFORM TO ASTM F3128 AND SHALL BE HOT-DIPPED GALVANIZED ACCORDING TO AASHTO M232 AFTER FABRICATION. THE FABRICATOR'S SHOP DRAWINGS SHALL IDENTIFY THE MATERIAL SPECIFICATION AND GRADE FOR EACH ITEM AND ARE SUBJECT TO APPROVAL OF THE ENGINEER.

ALL BOLTS, SPIKES, ANCHORS, NUTS, WASHERS AND BRACKETS USED FOR TIMBER BRIDGE SHALL BE PAID INCIDENTAL TO ITEM 622017-001, TIMBER RAILROAD CROSSING.

PILING

ALL COST FOR LAYING OUT THE PILING WALL, INCLUDING SURVEYING, CONCRETE BACKFILL AND FLUSH CUTTING AT FINAL TOP ELEVATION SHALL BE INCIDENTAL TO THE 614 PILING ITEMS.

DISMANTLING STRUCTURE

THE EXISTING RAILROAD TRESTLE BRIDGE SHALL BE DISMANTLED. CONTRACTOR SHALL EXERCISE GREAT CARE IN DISMANTLING THE EXISTING TIMBER TRESTLE AS TO NOT DAMAGE COUNTY ROUTE 28. COMPLIANCE WITH ALL FEDERAL AND STATE GUIDELINES IS THE RESPONSIBILITY OF THE CONTRACTOR AND AT NO ADDITIONAL COST IS PERMITTED FOR DISPOSAL OF THE EXISTING TIMBER TRESTLE. THE EXISTING TRESTLE BECOMES THE PROPERTY OF THE CONTRACTOR AND THE CONTRACTOR IS RESPONSIBLE FOR DISPOSAL. A DEMOLITION PLAN SHALL BE SUBMITTED TO THE WYDOT FOR APPROVAL. IT IS ASSUMED THAT THE EXISTING TIMBER STRUCTURE IS COATED IN CREOSOTE AND SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL WEST VIRGINIA STATE OR LOCAL WASTE MANAGEMENT PRACTICES. ALL COST FOR DELIVERY AND DISPOSAL OF THE DISMANTLED BRIDGE ARE INCIDENTAL TO ITEM 203001-000, DISMANTLING STRUCTURES.

GROUT

GROUT USED TO FILL VOID BETWEEN TIMBER BENTS AND FOOTERS SHALL BE NON-SHRINK CLASS B STRUCTURAL GROUT. COST WILL BE INCLUDED IN ITEM 622018-001, TIMBER SUBSTRUCTURE.

PROTECTION OF CONCRETE SUBSTRUCTURE

BEFORE PLACING ANY BENTS ON THE CONCRETE SUBSTRUCTURE UNITS, THE CONTRACTOR SHALL COAT ALL EXPOSED AREAS OF THE FOOTER WITH AN APPROVED SILANE BASED CONCRETE SEALER. PREPARATION OF SURFACES, APPLICATION RATES, AND METHODS SHALL BE AS RECOMMENDED BY THE SILANE MANUFACTURER.

UPON COMPLETION OF ALL SUBSTRUCTURE CONCRETE CURING OPERATIONS, THE CONTRACTOR SHALL REMOVE ALL RUST STAINS FROM SUBSTRUCTURE UNITS USING PROPRIETARY CHEMICAL STAIN REMOVERS OR MILD ACID ETCHING ABRASIVE BLAST CLEANING MAY BE USED TO SUPPLEMENT THE OTHER CLEANING METHODS IF THE STAINED AREAS ARE SEVERE OR EXTENSIVE. ALL CLEANING METHODS SHALL BE SUBJECT TO APPROVAL OF THE ENGINEER.

INCLUDE THE COST OF SILANE COATING, PROTECTING, CLEANING, AND RE-COATING SUBSTRUCTURE UNITS IN ITEM 601002-001, CLASS B CONCRETE.

EXISTING RAIL

THE CONTRACTOR IS RESPONSIBLE FOR CUTTING THE EXISTING RAIL WITH A RAIL SAW AND WELDING RAIL PER AREMA CHAPTER 4. AFTER NEW STRINGERS ARE INSTALLED, THE CONTRACTOR HAS THE OPTION OF REUSING THE EXISTING RAIL. THIS WORK SHALL BE BID INCIDENTAL TO ITEM 622017-001, TIMBER RAILROAD CROSSING.

TIMBER PROTECTIVE COATING

ALL NEW TIMBER USED TO CONSTRUCT THE BRIDGE SHALL BE COATED WITH COAL TAR CREOSOTE CONFORMING TO AMPA STANDARD P1. THIS WORK SHALL BE BID INCIDENTAL TO ITEM 622017-001, TIMBER RAILROAD CROSSING.

CONSTRUCTION PROGRESS PHOTOGRAPHS

THE CONTRACTOR SHALL HAVE SUITABLE PHOTOGRAPHS TAKEN BEFORE, DURING, AND AFTER CONSTRUCTION OF APPROXIMATELY 6-8 PHOTOGRAPHS SHALL BE TAKEN OF THE ENTIRE PROJECT SITE DURING EACH PHASE OF THE PROJECT. PROJECT PHASES INCLUDE BEFORE CONSTRUCTION, AFTER EACH STEP DETAILED ON THE CONSTRUCTION SEQUENCE SHEET, AND AFTER CONSTRUCTION IS COMPLETED. COST FOR THIS WORK SHALL BE INCLUDED IN VARIOUS BID ITEMS.

GEOTECHNICAL INFORMATION

GEOTECHNICAL INFORMATION IS PROVIDED WITH THESE PLANS AND SHALL BE CONSIDERED AS A PART OF THE CONTRACT DOCUMENTS. THE INFORMATION PRESENTED IS BASED IN PART ON SMALL DIAMETER TEST BORINGS.

TEMPORARY STRUCTURES

TEMPORARY ACCESS TO THE SITE CROSSING ABERNATHY RUN WILL BE ACCOMPLISHED THROUGH THE USE OF A TEMPORARY STRUCTURE. THE STRUCTURE SHALL SPAN THE ORDINARY HIGH WATER MARKS (OHWM), WHICH WILL REQUIRE A SPAN OF APPROXIMATELY 12'-0". ALL TEMPORARY STRUCTURES SHALL BE DESIGNED BY A LICENSED ENGINEER IN THE STATE OF WEST VIRGINIA AND SEALED PRIOR TO BEING SUBMITTED TO THE ENGINEER FOR REVIEW. COST ASSOCIATED WITH THIS WORK WILL BE INCLUDED IN ITEM 636005-001, TEMPORARY STRUCTURES FOR MAINTAINING TRAFFIC.

BRACING AND SHORING

TEMPORARY BRACING AND SHORING REQUIRED FOR ANY PHASE OF WORK SHALL BE PERFORMED BY A LICENSED ENGINEER IN THE STATE OF WEST VIRGINIA AND SEALED PRIOR TO BEING SUBMITTED TO THE ENGINEER FOR REVIEW. COST ASSOCIATED WITH THIS WORK WILL BE INCLUDED IN ITEM 212010-003, SHORING.

FINAL GRADE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL GRADE OF THE RAIL LINE. ELEVATIONS WILL BE TAKEN EVERY 5 FEET FOR 300 FEET PAST THE BRIDGE TO ENSURE A CONTINUOUS GRADE ALONG THE NEW STRUCTURE AS IT TIES INTO THE EXISTING RAIL LINE. THIS WORK WILL BE BID INCIDENTAL TO ITEM 636001-001, CONSTRUCTION LAYOUT STAKE.

TIMBER

STRUCTURAL LUMBER AND TIMBER SHALL BE SATISFACTORY TO THE ENGINEER AND SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 622 OF THE STANDARD SPECIFICATIONS EXCEPT THAT ALL TIMBER MATERIAL SHALL BE SOUTHERN YELLOW PINE, NO. 1 DENSE SELECT STRUCTURAL GRADE PURCHASED IN ACCORDANCE WITH THE GRADING RULES OF THE INDUSTRY'S AGENCY PUBLISHING RULES FOR SOUTHERN YELLOW PINE.

THE INQUIRY OR PURCHASE ORDER FOR TIMBER SHOULD CLEARLY SPECIFY:

- QUANTITY IN BOARD FEET OR NUMBER OF PIECES.
- THICKNESS, WIDTH AND LENGTH.
- STRESS-GRADE USE COMPLETE DESIGNATION.
- SPECIES OF WOOD.
- THE NAME AND DATE OF THE GRADING RULE BOOK AND THE NAME OF THE ORGANIZATION ISSUING IT.
- SEASONING AND MOISTURE CONTENT.

THE TIMBER USED TO MAKE UP THE BENTS AND STRINGERS SHALL BE DRY OR SEASONED TO A MAXIMUM MOISTURE CONTENT OF 18% OF THE WEIGHT OF WOOD OR LESS.

TIMBER DIMENSIONS SHOWN ON PLANS ARE NOMINAL DIMENSIONS.

STONE CONSTRUCTION ENTRANCE

THE STONE CONSTRUCTION ENTRANCE USED FOR ACCESS SHALL BE INSTALLED PER WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF WATER RESOURCES SPECIFICATIONS AND BE BID INCIDENTAL TO ITEM 203001-000, DISMANTLING STRUCTURE.

STATE DIST.	STATE PROJ. NO.	STATE PROJECT NO.	FED. AID PROJ. NO.	FISCAL YEAR	COUNTY	SHEET NO.	TOTAL SHEETS
WV	8	334-02/20-020	N/A	2020	WV000000	3	20

SHOP DRAWINGS

ALL SHOP DRAWINGS WILL BE SUBJECT TO THE REQUIREMENTS OF SECTION 105.2.

FOOTER 1 AND 2 PILES

STEEL PILES SHALL BE HP 14X117 STEEL BEARING PILES, PREDRILLED AND SHALL MEET AASHTO M270, GRADE 50, REQUIREMENTS.

PREDRILLING WILL ENCOUNTER ROCK CONSISTING OF HARD SILTSTONE AS SHOWN ON THE BORING LOGS. ROCK IN THIS RANGE OF HARDNESS VARIES IN UNCONFINED COMPRESSIVE STRENGTH FROM 6,000 TO 18,000 PSI. THE CONTRACTOR SHALL HAVE EQUIPMENT SUITABLE FOR EXCAVATING ROCK IN THIS RANGE OF HARDNESS.

THE CONTRACTOR SHALL EXCAVATE THE ROCK SOCKET, PLACE THE PILING AND TREMIE THE CONCRETE WITHIN 24 HOURS OF BEGINNING EXCAVATION. PLEASE REFER TO THE SPECIAL PROVISION FOR SECTION 618 FOR FURTHER REQUIREMENTS.

THE FACTORED ROCK SOCKET BEARING RESISTANCE AT BOTH FOOTERS IS 30 KIPF. BEARING CAPACITY IS CONTROLLED BY GEOTECHNICAL CAPACITY.

HP 14X117 (PER PILE)
MAXIMUM PILE DESIGN LOADS
FOOTER 1 230 KIPS
FOOTER 2 230 KIPS
NOMINAL STRUCTURAL PILE CAPACITY 1032 KIPS

AVERAGE ESTIMATED PILE LENGTH (PER PILE)
FOOTER 1 14'
FOOTER 2 14'

SPECIAL PROVISIONS


THE FOLLOWING IS A LIST OF SPECIAL PROVISIONS.
(SP) SECTION 212 STRUCTURE, ROCK, AND WET EXCAVATION
(SP) SECTION 618 PILING

BEARINGS

ALL ELASTOMER SHALL CONFORM TO TESTING REQUIREMENTS OF SECTION 6.8 ELASTOMER BEARING DESIGN OF THE AREMA VOLUME 2 CHAPTER 15 STRUCTURES SPECIFICATIONS AND PART 6.12.6, TEST CRITERIA.

ELASTOMER IN ALL BEARINGS SHALL HAVE GRADE 50 DUROMETER HARDNESS.

BEARINGS SHALL BE BID INCIDENTAL TO ITEM 622017-001, TIMBER RAILROAD CROSSING.

				SOUTH BRANCH VALLEY RAILROAD BRIDGE 6.50 OVER WEST VIRGINIA ROUTE 28				THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY		SHEET 82 OF 819
J.B. TURMAN ENGINEERING, P.L.C. P.O. Box 483 Borobonville, WV 25504 www.jbtengineering.com				DESIGNED DH	DATE 21 AUG 18	CHECKED BT	DATE 21 AUG 18	GENERAL NOTES (SHEET 1 OF 2)		
				DRAWN DH	DATE 21 AUG 18	REVIEWED BT	DATE 21 AUG 18	6.50		

STATE HIGHWAY	STATE ROUTE NO.	STATE PROJECT NO.	FEDERAL PROJECT NO.	FISCAL YEAR	COUNTY	SHEET NO.	TOTAL SHEETS
WW	0	3310-SM/GR-6.50 CS	N/A	2020	SHUPLINE	4	20

WASTE MATERIAL:

ALL MATERIAL REMOVED AND NOT REUSED IN THE CONSTRUCTION OF THE PROJECT SHALL BE REMOVED FROM THE PROJECT SITE AND DISPOSED OF BY THE CONTRACTOR. THE COST OF THIS WORK WILL BE INCLUDED IN VARIOUS BID ITEMS ON THIS PROJECT. THE DISPOSAL OF WASTE MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 207.6.3 OF THE SPECIFICATIONS.

EROSION AND SEDIMENT CONTROL:

DETAILS NOT SHOWN IN THE PLANS SHALL BE IN ACCORDANCE WITH THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS EROSION AND SEDIMENT CONTROL MANUAL, DATED MARCH 1, 2003. IN THE EVENT THAT TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES ARE REQUIRED DUE TO THE CONTRACTOR'S NEGLIGENCE, CARELESSNESS, OR FAILURE TO INSTALL PERMANENT CONTROLS AS PART OF THE WORK OR ORDERED BY THE ENGINEER, SUCH WORK SHALL BE PERFORMED BY THE CONTRACTOR AT HIS OWN EXPENSE.

THE FIRST ORDER OF WORK FOR THE CONTRACTOR IS TO INSTALL SEDIMENT CONTROL STRUCTURES, SILT FENCES, ETC., TO ESTABLISH EROSION CONTROL AT THE EARLIEST POSSIBLE DATE. INITIAL CLEARING AND GRUBBING IS TO ONLY BE WHAT IS NECESSARY IN ORDER TO ACCOMPLISH THESE OPERATIONS.

IN ADDITION, THE CONTRACTOR IS TO NAME AN INDIVIDUAL TO REVIEW THE EROSION CONTROL FEATURES AT A MINIMUM OF ONCE A WEEK DURING PERIODS OF HEAVY PRECIPITATION AND/OR ACTIVE CONSTRUCTION AND ONCE A MONTH DURING WINTER SHUTDOWN TO ASSESS THE SUCCESS OF THE EROSION CONTROL FEATURES, REVEGETATION EFFORTS, AND SEE THAT REPLACEMENT, CLEANING, AND/OR INSTALLATION OF ADDITIONAL FEATURES IF NECESSARY ARE CARRIED OUT.

PERIODIC INSPECTIONS WILL BE CONDUCTED BY A REPRESENTATIVE OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (WVDEP) OFFICE OF WATER RESOURCES TO ENSURE THAT THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT ARE BEING FULFILLED. REPRESENTATIVES OF OTHER RESOURCE AGENCIES MAY CONDUCT PERIODIC INSPECTIONS THROUGHOUT THE LIFE OF THE CONTRACT.

ELEVATIONS:

ALL ELEVATIONS SHOWN REFER TO THE US COAST & GEODETIC SURVEY.
THE HORIZONTAL DATUM IS BASED NAD 83 WY SOUTH STATE PLANE WHILE THE VERTICAL DATUM IS NAVD 88.
ALL MAPPING WAS PERFORMED ON WY SOUTH STATE PLANE.

COORDINATES:

COORDINATES SHOWN ON THESE PLANS ARE WEST VIRGINIA STATE PLANE COORDINATES HAD 63.
GSD FACTORS ARE NOT REQUIRED WHEN MAKING FIELD MEASUREMENTS.

VERIFICATION OF PROFILE:

THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE EXISTING GROUND LINE AS SHOWN ON THE PROFILES PRIOR TO THE START OF ANY CONSTRUCTION. ANY DISCREPANCIES SHALL IMMEDIATELY BE REPORTED TO THE PROJECT ENGINEER.


GUARDRAIL:

GUARDRAIL INSTALLATION WILL BE AS DIRECTED IN VOLUME I OF THE WEST VIRGINIA DEPARTMENT OF
TRANSPORTATION DIVISION OF HIGHWAYS STANDARD DETAILS BOOK.

1. DEVELOPING AND IMPLEMENTING AN EFFECTIVE EROSION CONTROL PLAN.
2. DIRECTING THE CONSTRUCTION, OPERATION AND DISMANTLING OF TEMPORARY EROSION CONTROL FEATURES.
3. IMPLEMENTING REMEDIAL ACTION REQUIRED TO REPAIR FAILING EROSION AND SEDIMENTATION CONTROL FEATURES.
4. IMPLEMENTING STORM AND WINTER SHUTDOWN PROCEDURES.
5. WILL SHAPE EARTHWORK PRIOR TO THE SUSPENSION OF GRADING OPERATIONS EACH DAY IN A MANNER THAT WILL PROTECT STORM RUNOFF WITH MINIMAL EROSION.
6. EROSION CONTROL FEATURES INSTALLED BY THE CONTRACTOR WILL BE OPERATED AND MAINTAINED IN AN ACCEPTABLE CONDITION.

IN-STREAM WORK:

THE IN STREAM USE OF EQUIPMENT IS TO BE KEPT TO A MINIMUM. NO IN STREAM WORK SHALL BE CONDUCTED DURING THE SPAWNING SEASON OF APRIL 1 THROUGH JUNE 30. GREEN CONCRETE SHALL NOT BE PUT INTO THE STREAM.

					J.B. TURMAN ENGINEERING, PLLC P.O. Box 483 Barboursville, WV 25504 www.tbengineering.com		DESIGNED	DATE	CHECKED	DATE	SOUTH BRANCH VALLEY RAILROAD BRIDGE 6.50 OVER WEST VIRGINIA ROUTE 28	THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY	SHEET
REVISION					DATE	BY	DRAWN	DATE	REVIEWED	DATE			83 OF 810
							BY	21 AUG 19	BT	21 AUG 19			6.50

STATE PROJECT NO.	STATE PROJECT NAME	PROJECT LOCATION	TOTAL LENGTH	COUNTY	SHEET NO.	TOTAL SHEETS
WV 5	SSA-501/00-0.00 04	N/A	2020	WV	8	20

TEMPORARY TRAFFIC CONTROL SUMMARY OF QUANTITIES

ITEM NO.	DESCRIPTION	QUANTITY	
		UNIT	TOTAL
636002-002	ADDEGATE FOR MAINTAINING TRAFFIC, SLAG	TON	-
636002-001	ADDEGATE FOR MAINTAINING TRAFFIC, STONE OR GRAVEL	TON	-
636003-001	BITUMINOUS MATERIAL FOR DUST PALLIATIVE	GAL	-
636004-001	CALCIUM CHLORIDE FOR DUST PALLIATIVE	TON	-
636005-001	TEMPORARY STRUCTURES FOR MAINTAINING TRAFFIC	LS	1
636006-001	PILOT TRUCK AND DRIVER	DAY	-
636007-001	ERADICATION OF PAVEMENT MARKING	LF	-
636008-002	TEMPORARY PAVEMENT MARKINGS - PAINT 6-IN SOLID LINE, TYPE VIC	LF	-
636009-001	TEMPORARY PAVEMENT MARKINGS - TAPE 4-IN SOLID LINE, TYPE VIC	LF	-
636010-003	TEMPORARY RAISED PAVEMENT MARKER	EA	-
636011-001	TRAFFIC CONTROL DEVICES	UNIT	3,280
636012-010	PROJECT TRAFFIC CONTROL DEVICE CLEANING	EA	1
636013-001	INDIVIDUAL TRAFFIC CONTROL DEVICE CLEANING	EA	64
636014-001	FLAGGER	HR	200
636014-002	TRAFFIC DIRECTOR	HR	-
636015-001	TEMPORARY GUARDRAIL CHANNELIZATION DEVICE	LF	-
636017-004	TEMPORARY BARRIER, TL-2, I	LF	-
636017-005	TEMPORARY BARRIER, TL-3, I	LF	950
636018-001	REMOVE AND RESET TEMP. GUARDRAIL CHANNELIZATION DEVICE	LF	-
636019-001	TEMPORARY CONCRETE BARRIER	LF	-
636017-002	DOH FURNISHED TEMPORARY CONCRETE BARRIER	LF	-
636018-001	REMOVE AND RESET TEMPORARY CONCRETE BARRIER	LF	-
636018-002	REMOVE AND RESET DOH FURNISHED TEMP. CONCRETE BARRIER	LF	-
636018-003	REMOVE AND RESET TEMPORARY BARRIER	LF	-
636019-001	TEMPORARY GUARDRAIL BARRIER	LF	-
636020-001	REMOVE AND RESET TEMPORARY GUARDRAIL BARRIER	LF	-
636021-001	ELECTRIC ARROW	DAY	-
636022-001	CHANGEABLE MESSAGE SIGN	DAY	14
636023-002	TEMPORARY TRAFFIC SIGNAL, 01	MO	8
636023-002	TEMPORARY TRAFFIC SIGNAL, 02	MO	-
636025-001	TEMPORARY PIPE FOR MAINTAINING TRAFFIC	LF	-
636025-001	WARNING LIGHTS, TYPE A	DAY	-
636025-001	WARNING LIGHTS, TYPE B	DAY	1,360
636025-001	WARNING LIGHTS, TYPE C	DAY	-
636025-001	TEMPORARY LIGHTING, 01	LS	-
636025-001	SHADOW VEHICLE	DAY	-
636030-001	SPEED MONITORING TRAILER	DAY	-
636060-001	TEMPORARY IMPACT ATTENUATING DEVICE	EA	2
636060-002	REMOVE AND RESET ATTENUATOR DEVICE	EA	-
663005-011	STOP LINE, TYPE V - 24 IN.	LF	24
684008-010	CLARE BARRIER, TYPE V	LF	-

SEQUENCE OF CONSTRUCTION

PHASE 1:
PLACE CHANGEABLE MESSAGE SIGN ON EACH END OF THE WORK AREA ONE WEEK PRIOR TO ANY CONSTRUCTION. INSTALL TRAFFIC CONTROL DEVICES FOR CASE DSB.

PHASE 2:
REMOVE GUARDRAIL AS NEEDED TO PROVIDE ACCESS TO RAILROAD BRIDGE CONSTRUCTION AREA. CONTINUE TO MAINTAIN CASE DSB.

PHASE 3:
PERFORM WORK ON BRIDGE AS PROVIDED IN THE PLANS. CONTINUE TO MAINTAIN CASE DSB.

PHASE 4:
REPLACE GUARDRAIL. PERFORM FINAL SEEDING AND MULCHING OPERATIONS AND REMOVE ALL TEMPORARY TRAFFIC CONTROL DEVICES.


TEMPORARY TRAFFIC CONTROL DEVICE QUANTITIES

DEVICE	DESCRIPTION	VALUE IN UNITS	TOTAL QUANT.	TOTAL UNITS
* 1	SIGNS ON PORTABLE MOUNTS AND BARRICADES (TOTAL SIGN AREA 16 S.F. OR GREATER.)	170	2	340
* 2	SIGNS ON PORTABLE MOUNTS AND BARRICADES (TOTAL SIGN AREA LESS THAN 16 S.F.)	80	-	-
* 3	SIGNS ON PERMANENT POSTS (TOTAL SIGN AREA 16 S.F. OR GREATER.)	180	8	1440
* 4	SIGNS ON PERMANENT POSTS (TOTAL SIGN AREA LESS THAN 16 S.F.)	90	10	900
** 5	BARRICADES - TYPE I	35	-	-
** 6	BARRICADES - TYPE II	60	-	-
** 7	BARRICADES - TYPE III	90	4	360
** 8	DRUMS	60	4	240
9	CONES	5	-	-
10	VERTICAL PANELS OR GROUND MOUNTED DELINEATORS	10	-	-
11	BARRIER OR GUARDRAIL MOUNTED DELINEATORS (TO BE BID INCIDENTAL TO THE COST OF THE BARRIER OR GUARDRAIL)	0	-	-
12	TEMPORARY OVERLAYS AND TEMPORARY OVERSIZE SIGNS (INCLUDES 4 QVETM A BRAKE SIGNS + 4 MAX FINES SIGNS)	300	-	-
13	CHANNELIZER CONES	40	-	-
DELINEATORS				
* - ORANGE SIGN SHEETING TO BE REFLECTIVE FLOURESCENT ORANGE, TYPE V				
** - BARRICADES AND DRUM SHEETING TO BE 6" FLEXIBLE HIGH INTENSITY, TYPE II				
			TOTAL	3,280

TEMPORARY TRAFFIC CONTROL NOTES

- TEMPORARY TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH SECTION 636 OF THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, STANDARD SPECIFICATIONS, ROADS AND BRIDGES ADOPTED 2017 AND 2019 ADDENDUMS, THE CONTRACT DOCUMENTS AND CONTRACT PLANS ARE THE GOVERNING PROVISIONS APPLICABLE TO THIS PROJECT, AND THE "MANUAL ON TEMPORARY TRAFFIC CONTROL FOR STREETS AND HIGHWAYS", 2006 EDITION, WHICH IS MADE A PART OF THIS CONTRACT AND THE TEMPORARY TRAFFIC CONTROL PLAN FOR INDIVIDUAL SEGMENTS AS DESCRIBED BELOW.
- REFLECTIVE SHEETING ON TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE OF NEW CONDITION AT THE BEGINNING OF THE PROJECT LIFE. NIGHT VISIBILITY AND LEGIBILITY SHALL BE MAINTAINED.
- ACCESS TO ALL HOUSES AND BUSINESSES SHALL BE MAINTAINED AT ALL TIMES. ACCESS TO ALL PUBLIC PARKING AREAS TO BE MAINTAINED AT ALL TIMES.
- TRAFFIC SHALL BE MAINTAINED AT ALL TIMES THROUGH THE WORK AREA UNLESS OTHERWISE APPROVED BY THE ENGINEER. WORK IN ANY ONE AREA MAY BE COMBINED WITH ANY OTHER OPERATION IN THE SAME AREA PROVIDING THE COMBINED OPERATIONS DO NOT CAUSE UNLAWFUL DELAY TO TRAFFIC.
- FLAGGER: WHEN WORK IS PERFORMED AT NIGHT WITH A FLAGGER, THE FLAGGER STATIONS SHALL BE ADEQUATELY ILLUMINATED. THE COST SHALL BE PAID FOR AS PART OF ITEM 636014-001, "FLAGGER".
- EXISTING SIGNS AND DELINEATORS: ANY SUCH FACILITIES RELOCATED, REMOVED, OR DAMAGED BY THE CONTRACTOR SHALL BE REPLACED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR AT HIS EXPENSE AS PART OF ITEM 636011-001, "TRAFFIC CONTROL DEVICE", UNLESS REPLACED BY FINAL SIGNING.
- WHEN COVERING EXISTING SIGNS, THE CONTRACTOR HAS THE OPTIONS OF USING: A. HEAVY DUTY BLACK OVERLAY (PLASTIC OR BURLAP TYPE), B. THIN WOOD OVERLAY (E.G. PLYWOOD), C. TACKING SIGNS DOWN AND REINSTALLING WHEN APPROPRIATE, D. ANY DAMAGES CAUSED BY ABOVE-NAMED SHALL BE REPAIRED/REPLACED TO ORIGINAL CONDITION AT CONTRACTORS EXPENSE, E. ALL ABOVE OPERATIONS SHALL BE BID INCIDENTAL TO ITEM 636011-001, "TRAFFIC CONTROL DEVICE".
- TYPE "B" WARNING LIGHTS SHALL BE USED ON THIS PROJECT. THESE LIGHTS SHALL BE PLACED ON SIGNS AS INDICATED IN THE TEMPORARY TRAFFIC CONTROL PLANS. THESE LIGHTS SHALL BE BID PER DAY UNDER ITEM NUMBER 636025-001.
- CHANGEABLE MESSAGE SIGN: CHANGEABLE MESSAGE SIGNS SHALL BE PLACED AT EACH END OF THE PROJECT LIMITS FOR 1 WEEK (7 DAYS) PRIOR TO START OF CONSTRUCTION ACTIVITIES. THE MESSAGE TO BE DISPLAYED ON THE SIGNS WILL BE PROVIDED BY THE ENGINEER. THESE SIGNS SHALL BE BID PER DAY UNDER ITEM NUMBER 636022-001.
- WINTER SHUTDOWN FOR PAVEMENT ACTIVITIES: FOR PORTIONS OF THE PROJECT WHERE A WINTER SHUTDOWN IS APPLICABLE, THE PROJECT AREA AND ATTENDANT ROADWAY (TRAVEL LANES AND SHOULDERS, ETC.) SHALL BE LEFT IN A "SQUARED OFF" EASILY TRAVERSABLE, SAFE CONDITION THAT IS PRE-AGREED UPON BY THE ENGINEER. SUCH WILL INCLUDE, BUT NOT BE LIMITED TO, PAVEMENT MARKINGS (TEMPORARY PAVEMENT MARKINGS), SIGNING, ROADABLE PAVEMENT, AND NECESSARY GUARDRAIL-BARRIER, ETC., AS NOTED ON THE PLANS AND AS APPROPRIATE. TRAFFIC CONTROL DEVICES THAT ARE NOT NEEDED OR DESIRED SHALL BE EITHER REMOVED OR COVERED AND ALL SUCH SHALL BE BID INCIDENTAL TO ITEM 636011-001, "TRAFFIC CONTROL DEVICE".
- NOTICE TO CONTRACTORS: IT IS IMPERATIVE THAT STRICT COORDINATION BETWEEN CONTRACTORS BE AGREED ON IN REFERENCE TO LANE CLOSURES, WORKING PLAN AND STORAGE AREAS. THIS PLAN SHALL BE PRESENTED TO THE ENGINEER IN WRITING FOR THEIR APPROVAL.
- FLAGGERS USED FOR THE CONVENIENCE OF THE CONTRACTOR AND NOT DEEMED NECESSARY WILL BE INCIDENTAL TO ITEM 636011, "TRAFFIC CONTROL DEVICE".

TTCP-1

					J.B. TURMAN ENGINEERING, PLLC		DESIGNED		DATE	CHECKED	DATE	SOUTH BRANCH VALLEY RAILROAD BRIDGE 6.50 OVER WEST VIRGINIA ROUTE 28	THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY		SHEET
					P.O. Box 483		BY		21 AUG 19	BY	21 AUG 19				85 OF 919
					Barboursville, WV 25504		DRAWN		DATE	REVIEWED	DATE		MAINTENANCE OF TRAFFIC NOTES		6.50
					www.tbengineering.com		BY		21 AUG 19	BY	21 AUG 19				

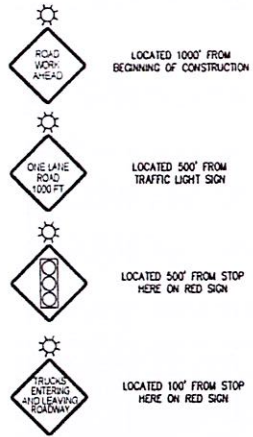


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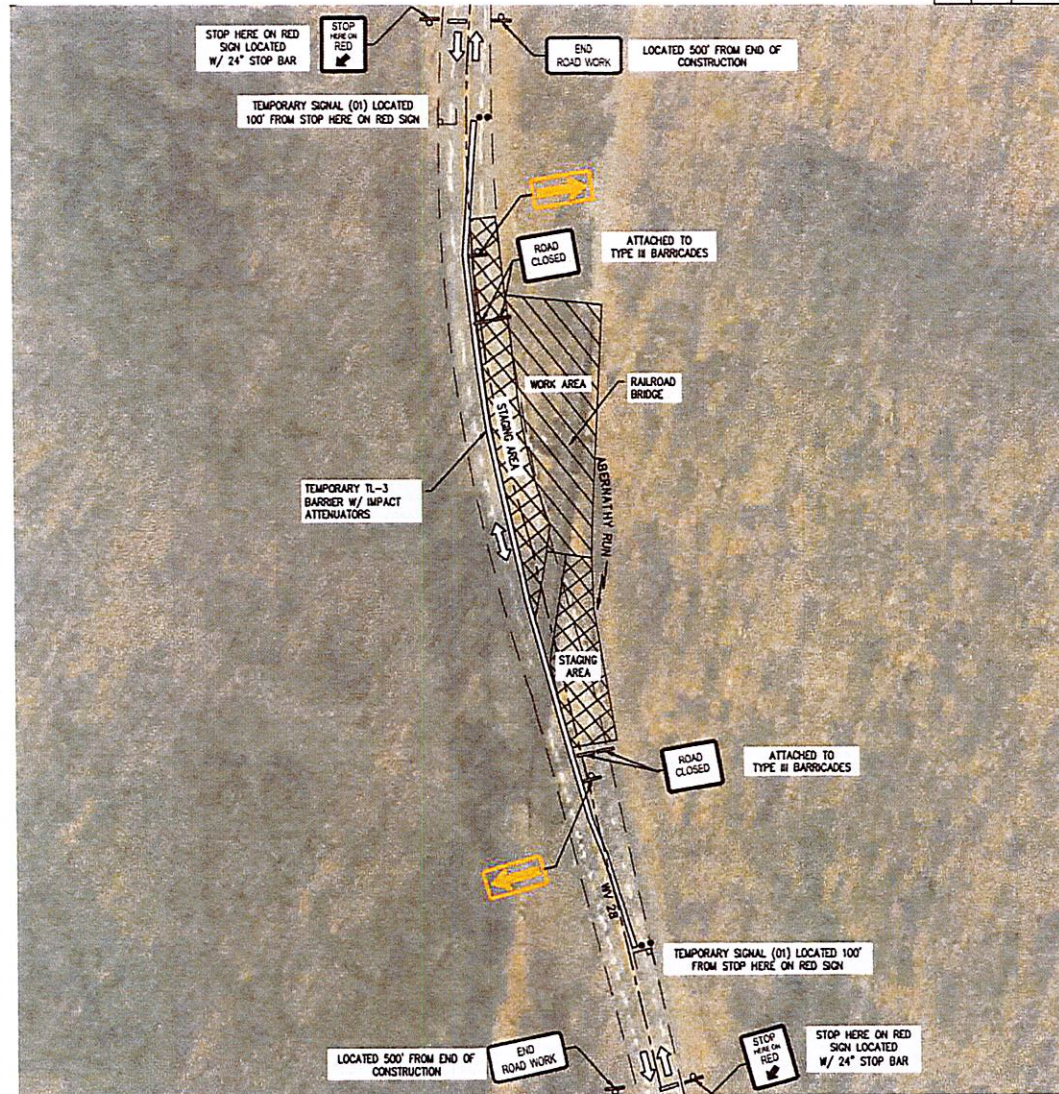
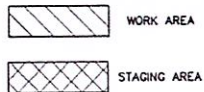
**SOUTH BRANCH VALLEY
RAILROAD BRIDGE 6.50
OVER WEST VIRGINIA ROUTE 28**

PUBLIC ROADS BY	STATE DIST. NO.	STATE PROJECT NO.	FEDERAL PROJECT NO.	FISCAL YEAR	COUNTY	SHEET NO.	TOTAL SHEETS
WV	5	5314-SB/RR-6.50 02	N/A	2020	HAMPSHIRE	7	20

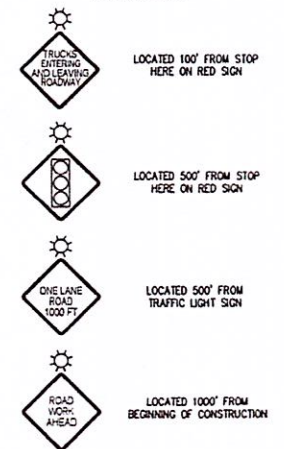
SOUTHBOUND SIGNS



LEGEND:



NORTHBOUND SIGNS



NOT TO SCALE TTCP-2

REVISION	DATE	BY



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DESIGNED	EN	DATE	CHECKED	BT	DATE
		21 AUG 19			21 AUG 19
DRAWN	EN	DATE	REVIEWED	BT	DATE
		21 AUG 19			21 AUG 19

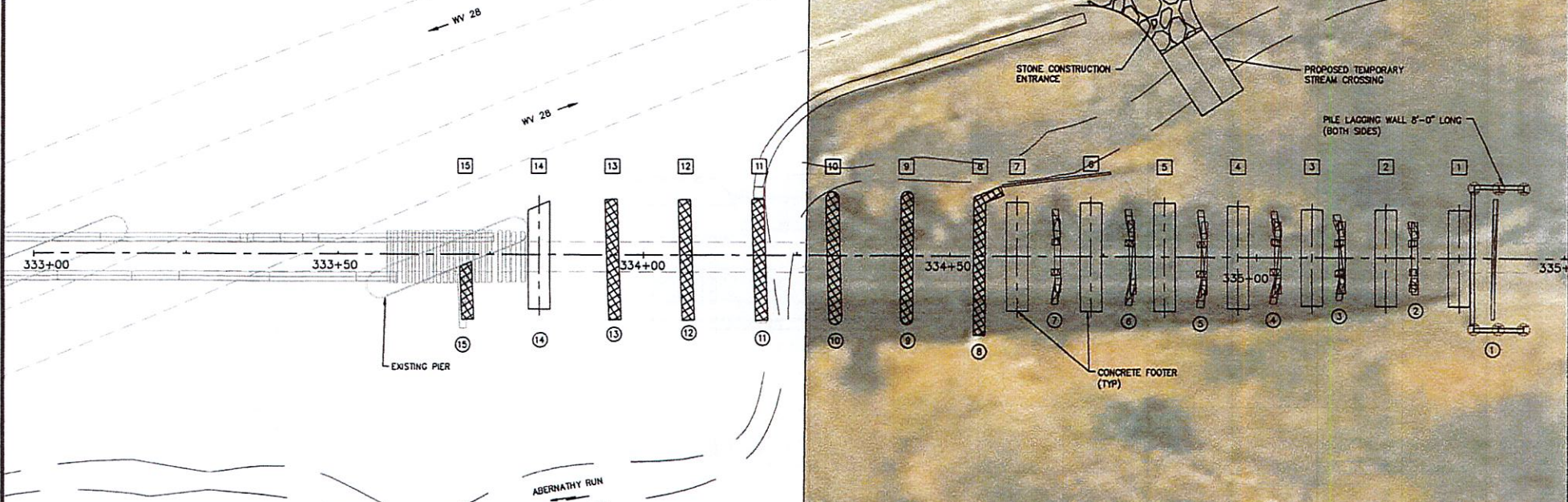
**SOUTH BRANCH VALLEY
RAILROAD BRIDGE 6.50
OVER WEST VIRGINIA ROUTE 28**

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
STATE RAIL AUTHORITY
**MAINTENANCE OF TRAFFIC
PLAN SHEET**

SHEET
B6 OF B19
6.50

LEGEND

- EXISTING BENT
- PROPOSED BENT
- EXISTING FOOTER REHABILITATION



SUGGESTED SEQUENCE OF CONSTRUCTION

1. INSTALL TRAFFIC CONTROL AT PROJECT SITE IN ACCORDANCE WITH TTOP PLANS.
2. PERFORM CLEARING & GRUBBING OPERATIONS AND CONSTRUCT A TEMPORARY ACCESS. USE TIMBER MATS, OR OTHER MATERIAL SUCH AS CONCRETE SLABS, A MINIMUM OF 12' IN LENGTH TO CROSS ABERNATHY RUN AND REMAIN OUTSIDE THE ORDINARY HIGH WATER MARK (OHWM).
3. INSTALL PILES FOR BENT 1 AND 2 FOOTERS. CONSTRUCT CONCRETE FOOTERS FOR PROPOSED BENTS 1 THROUGH 7. USE WV 28 AS A STAGING AREA/CRANE LOCATION TO CONSTRUCT OR PRE-ASSEMBLE BENT COMPONENTS PRIOR TO PLACEMENT. INSTALL PROPOSED BENTS.
4. CONSTRUCT PILE AND CONCRETE LAGGING WALLS AT ABUTMENT/BENT 1. SEE SHEETS B7 THRU B9 FOR DETAILS.
5. REMOVE EXISTING SUPERSTRUCTURE AND INSTALL CONCRETE BACKWALL (SEE DETAIL ON SHEET B7). INSTALL NEW SUPERSTRUCTURE ON EXISTING AND PROPOSED BENTS. CONTRACTOR MAY PRE-ASSEMBLE STRINGERS INTO LARGER SECTIONS FOR QUICKER INSTALLATION. RAIL LINE SHALL BE SHUT DOWN ON THURSDAY AFTERNOON TO PERMIT THE REMOVAL AND REPLACEMENT OF THE SUPERSTRUCTURE AND TIES. THE RAIL LINE SHALL BE OPEN FOR OPERATION MONDAY MORNING. THIS TASK IS INTENDED TO BE PERFORMED DURING A ONE TIME CLOSURE OF THE RAIL LINE.
6. USING TEMPORARY SUPPORTS/BRACING, REHABILITATE EXISTING BENT FOOTERS 8 THROUGH 13 AND 15. CONSTRUCT A NEW FOOTER AT BENT 14. INSTALL PROPOSED BENTS.
7. REMOVE ALL TEMPORARY SUPPORTS/BRACING.

PUBLIC ROADS BY	STATE DIST. NO.	STATE PROJECT NO.	FEDERAL PROJECT NO.	TOTAL SHEET	COUNTY	SHEET NO.	TOTAL SHEETS
WV	5	3314-SOV/RR-6.50 02	N/A	2020	HAMPSHIRE	8	20

REVISION	DATE	BY



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DESIGNED	DATE	CHECKED	DATE
ERH	04 JUN 19	BT	21 JUN 19
DRAWN	DATE	REVIEWED	DATE
ERH	04 JUN 19	BT	21 JUN 19

**SOUTH BRANCH VALLEY
RAILROAD BRIDGE 6.50
OVER WEST VIRGINIA ROUTE 28**

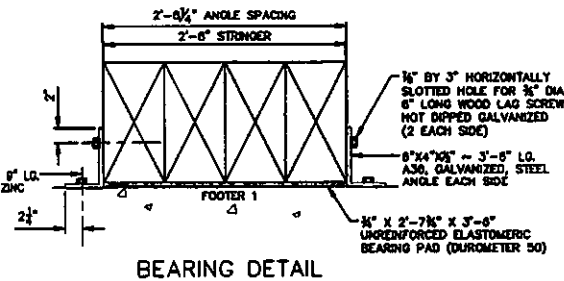
THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
STATE RAIL AUTHORITY

CONSTRUCTION SEQUENCE

SHEET
B7 OF B19
6.50

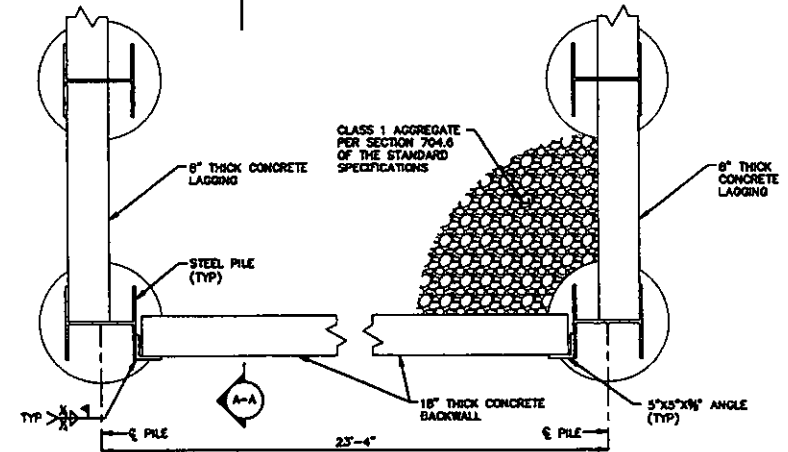
PROJECT NO.	STATE	PROJECT	PROJECT	FISCAL YEAR	COUNTY	SHEET	TOTAL SHEETS
WV 5	2021-2022	2021-2022	2021-2022	2021	WV	8	20

STA. TO STA.	PILE SECTION	PILE SPACING	NO. OF PILES	EST. LIN. FT.	DESIGN SECT. MODULUS
330+36.34	HP14X17	4'	3	93'	172
330+36.34	HP14X17	4'	3	93'	172
TOTAL			6	186'	

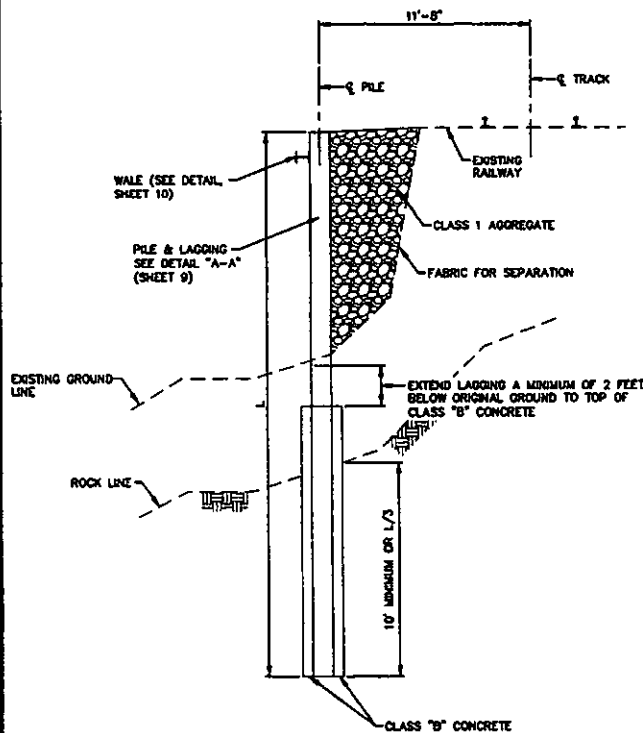


BEARING DETAIL

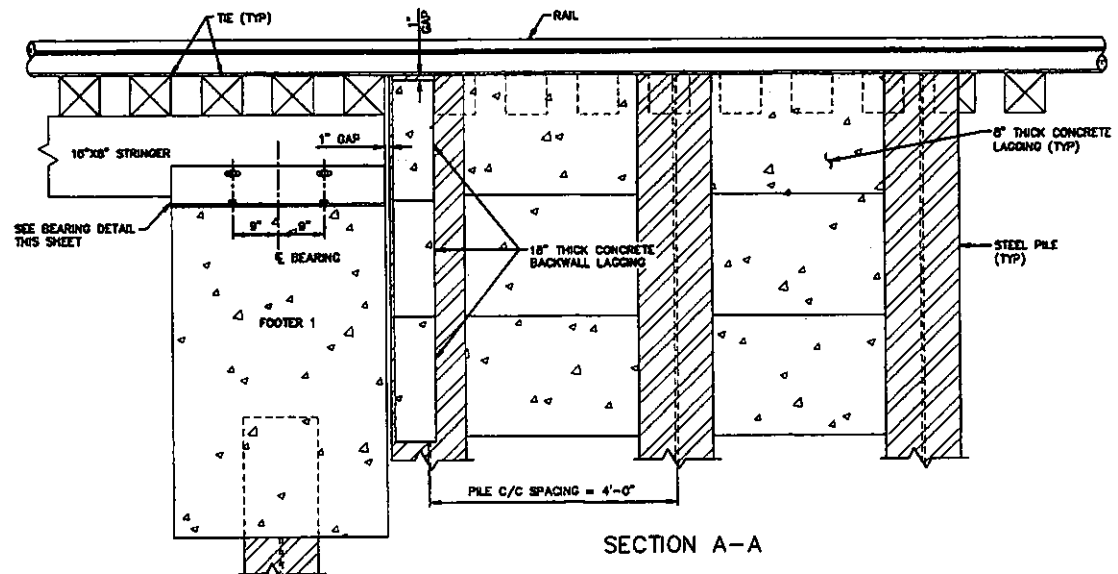
NOTE: INSERT 3'-6\" X 2'-8\" WOOD SHIMS IN SPACE BETWEEN STRINGERS AND ELASTOMERIC BEARING PAD IF NEEDED.



ABUTMENT 1 DETAIL



PILING WALL SECTION VIEW



SECTION A-A

NO.	REVISION	DATE	BY
1	2021		



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DESIGNED	BY	DATE	CHECKED	BY	DATE
		21 AUG 19			21 AUG 19
DRAWN	BY	DATE	REVIEWED	BY	DATE
		21 AUG 19			21 AUG 19

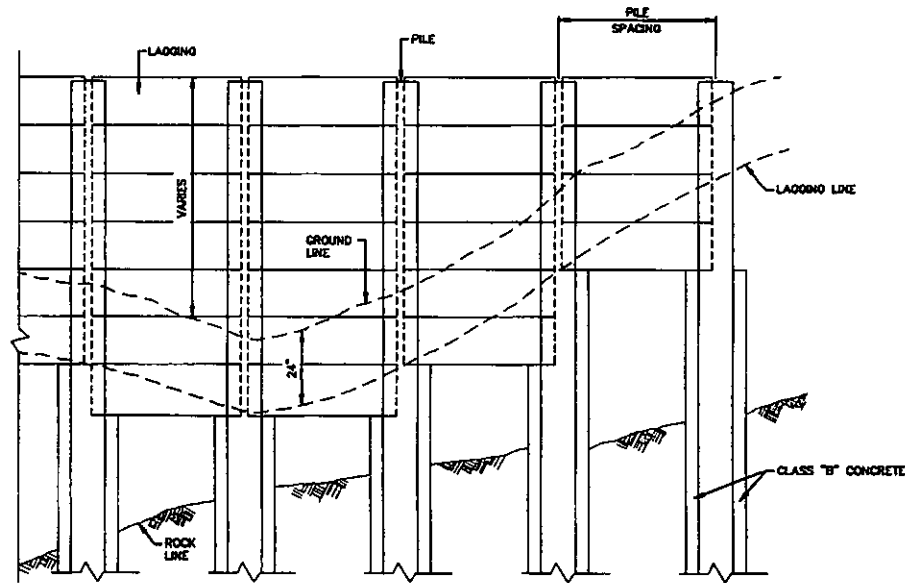
**SOUTH BRANCH VALLEY
RAILROAD BRIDGE 6.50
OVER WEST VIRGINIA ROUTE 28**

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
STATE RAIL AUTHORITY

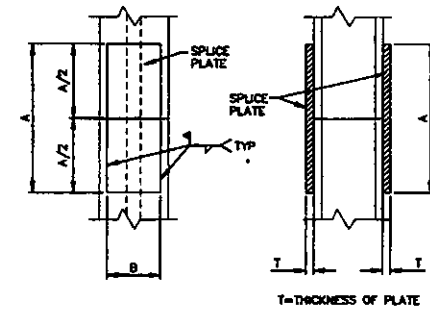
SHEET
88 OF 818
6.50

SPECIAL DETAILS (SHEET 1 OF 3)

STATE	FED. AID DIST. NO.	PROJECT NO.	CONTRACT NO.	FISCAL YEAR	COUNTY	SHEET NO.	TOTAL SHEETS
WV	5	334-BV/RR-8.00	02	N/A	WV	10	20

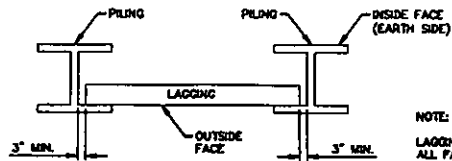


PILING TYPICAL FRONT ELEVATION VIEW



SPICE DETAIL

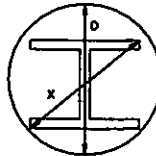
PILING SIZE	A (INCHES)	B (INCHES)	T (INCHES)	WELD SIZE
HP14X17	88	14.00	0.875	0.3125



DETAIL "A-A"
CONCRETE LAGGING

NOTE:

LAGGING SHALL BE IN CONTACT WITH PILING AT ALL FACES. METHOD SHALL BE APPROVED TO HOLD LAGGING IN PLACE DURING BACKFILL OPERATIONS.



NOTE:

DIAMETER (D) OF DRILLED HOLE SHALL BE A MINIMUM OF 2 INCHES GREATER THAN DIAGONAL (X) MEASUREMENT OF PILING.

DESIGNED BY	CHECKED BY	DATE	DESIGNED BY	CHECKED BY	DATE



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DESIGNED BY	CHECKED BY	DATE	DESIGNED BY	CHECKED BY	DATE

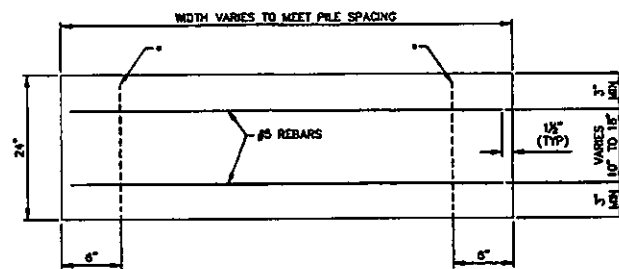
**SOUTH BRANCH VALLEY
RAILROAD BRIDGE 6.50
OVER WEST VIRGINIA ROUTE 28**

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
STATE RAIL AUTHORITY

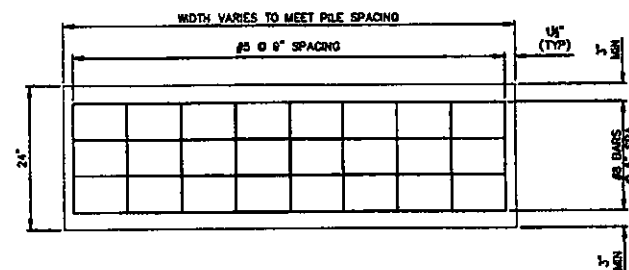
SPECIAL DETAILS (SHEET 2 OF 3)

SHEET
89 OF 810
6.50

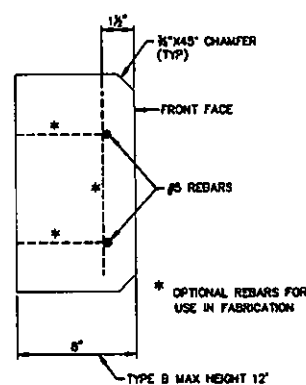
STATE FED. AID PROJ. NO.	STATE FISCAL YEAR	STATE PROJECT NO.	FEDERAL PROJECT NO.	FISCAL YEAR	COUNTY	SHEET NO.	TOTAL SHEETS
WV	5	53H-5H/RR-6.00 CG	N/A	2020	WV	11	20



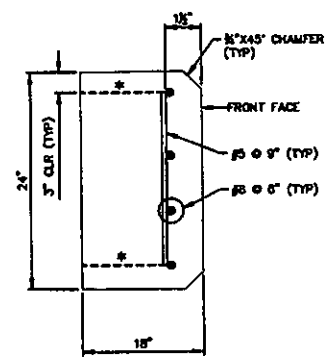
ELEVATION VIEW LAGGING



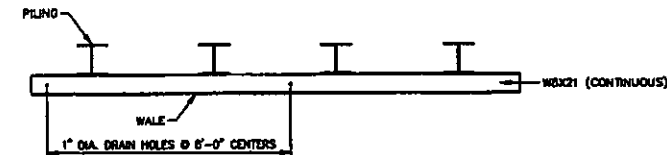
ELEVATION VIEW BACKWALL



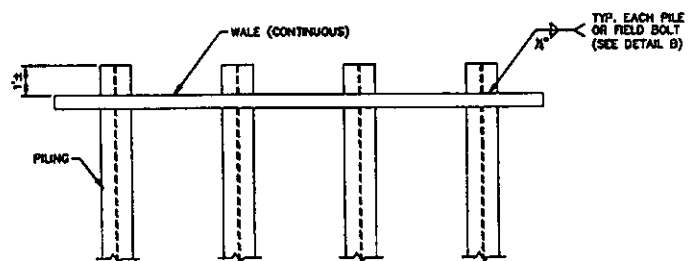
END VIEW LAGGING



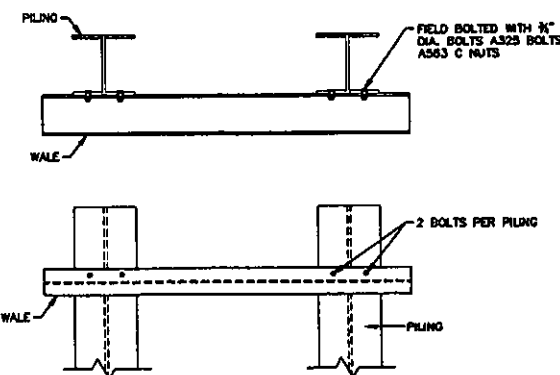
END VIEW BACKWALL



WALE DETAIL TOP

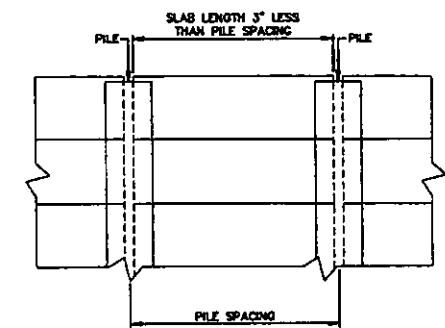


WALE DETAIL SIDE

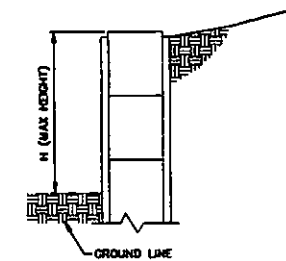


NOTE: LAGGING MUST BE FIELD MODIFIED AT LOCATIONS OF BOLTS TO ALLOW PROPER SEATING OF LAGGING AGAINST PILE.

DETAIL B



ELEVATION OF WALL

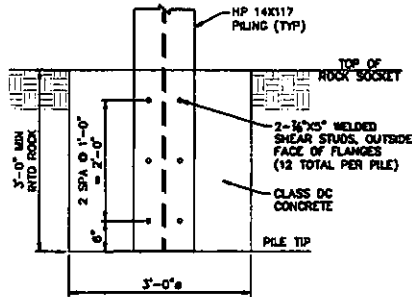


SECTION A-A

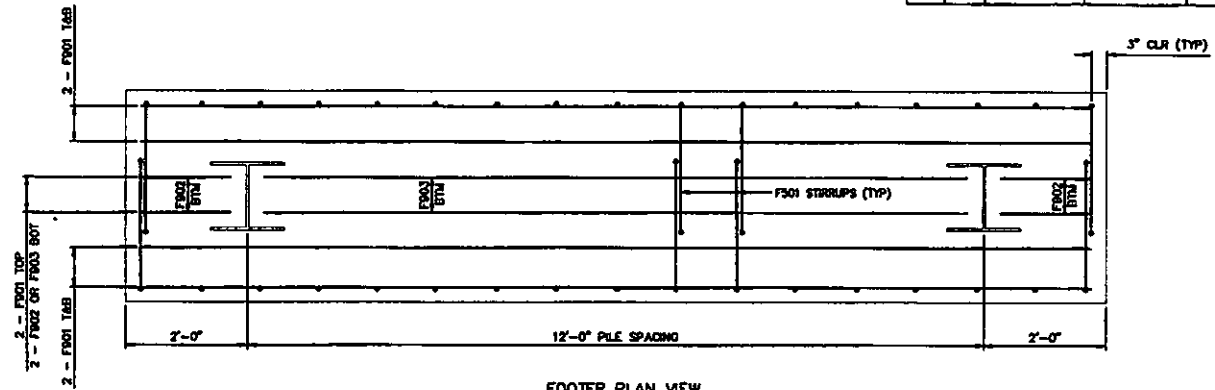
NOTE:
ALL CONCRETE SHALL BE CLASS "B". COMPRESSIVE STRENGTH OF CONCRETE, AT 28 DAYS, (f'_c) SHALL NOT BE LESS THAN 3000 PSI.
ALL CONCRETE IS TO BE AIR-ENTRAINED 7% NOT TO EXCEED 23.5%
CURE IN ACCORDANCE TO M-199.
ALL REINFORCING STEEL SHALL BE GRADE 60 KSI.

J.B. TURMAN ENGINEERING, PLLC P.O. Box 483 Barboursville, WV 25504 www.jbtengineering.com				DESIGNED BN DATE 21 AUG 19	CHECKED BT DATE 21 AUG 19	SOUTH BRANCH VALLEY RAILROAD BRIDGE 6.50 OVER WEST VIRGINIA ROUTE 28	THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY	SHEET 910 OF 910 6.50
--	--	--	--	-------------------------------------	------------------------------------	--	--	-----------------------------

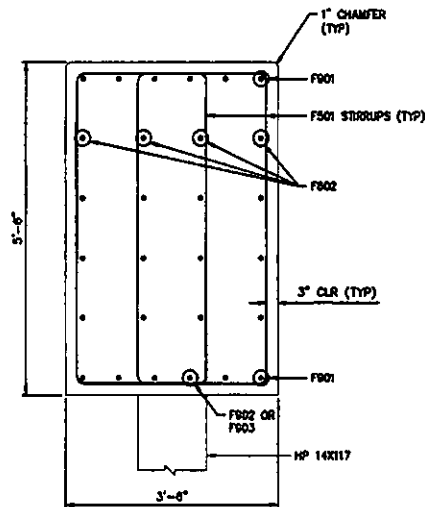
STATE FED. AID PROJ. NO.	FISCAL YEAR	PROJECT NO.	PROJECT NAME	FISCAL YEAR	COUNTY	SHEET NO.	TOTAL SHEETS
WV	0	134-20/16-0.00	02	N/A	2020	13	20



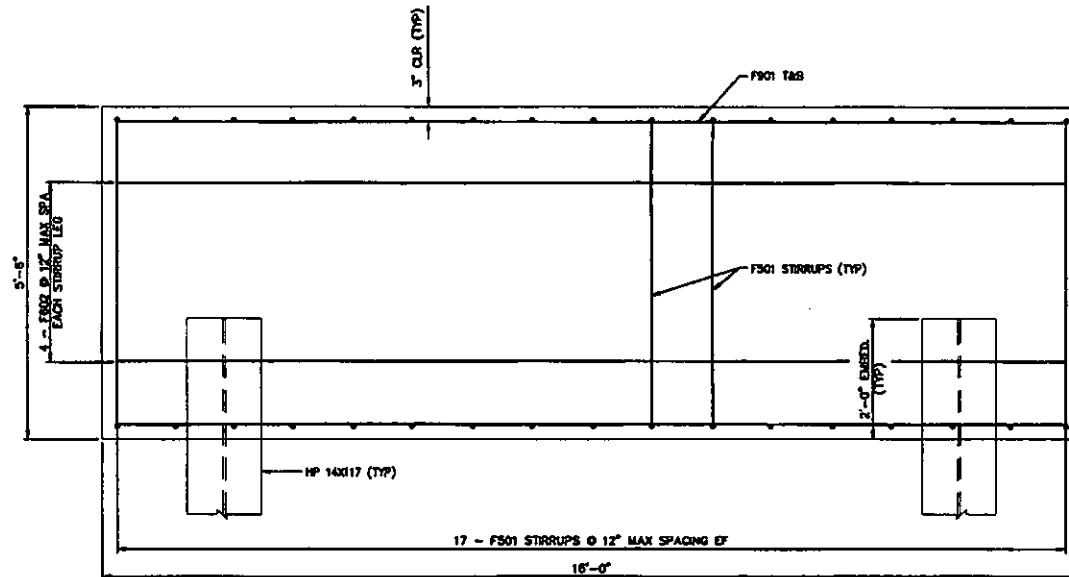
ROCK SOCKET DETAIL
(TYPICAL EACH PILE FOOTER 1 AND 2)



FOOTER PLAN VIEW



FOOTER SECTION VIEW



FOOTER ELEVATION VIEW

SCALE
0 1 ft.

REVISION	DATE	BY



J.B. TURMAN ENGINEERING, PLLC
P.O. Box 483
Barboursville, WV 25504
www.jbtengineering.com

DESIGNED	DATE	CHECKED	DATE
DN	21 AUG 18	GT	21 AUG 18
DRAWN	DATE	REVIEWED	DATE
DN	21 AUG 18	GT	21 AUG 18

**SOUTH BRANCH VALLEY
RAILROAD BRIDGE 6.50
OVER WEST VIRGINIA ROUTE 28**

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
STATE RAIL AUTHORITY

FOOTER 1 AND 2 DETAILS

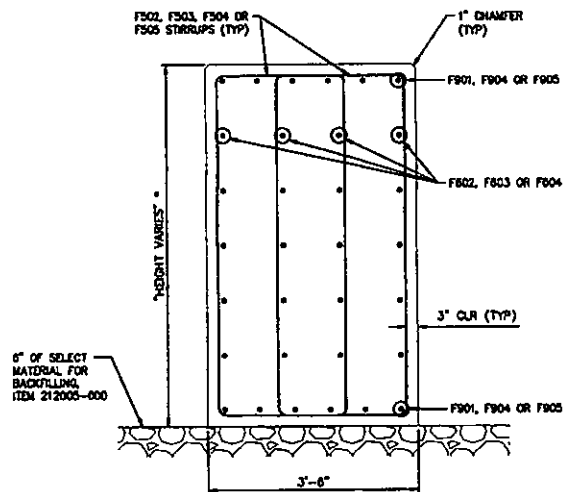
SHEET
811 OF 818
6.50

PROJECT NO.	SHEET NO.	PROJECT NAME	PROJECT LOCATION	YEAR	COUNTY	SHEET NO.	TOTAL SHEETS
WV 0	0	331-6-50/RR-6.50 G2	N/A	2020	WV	13	20

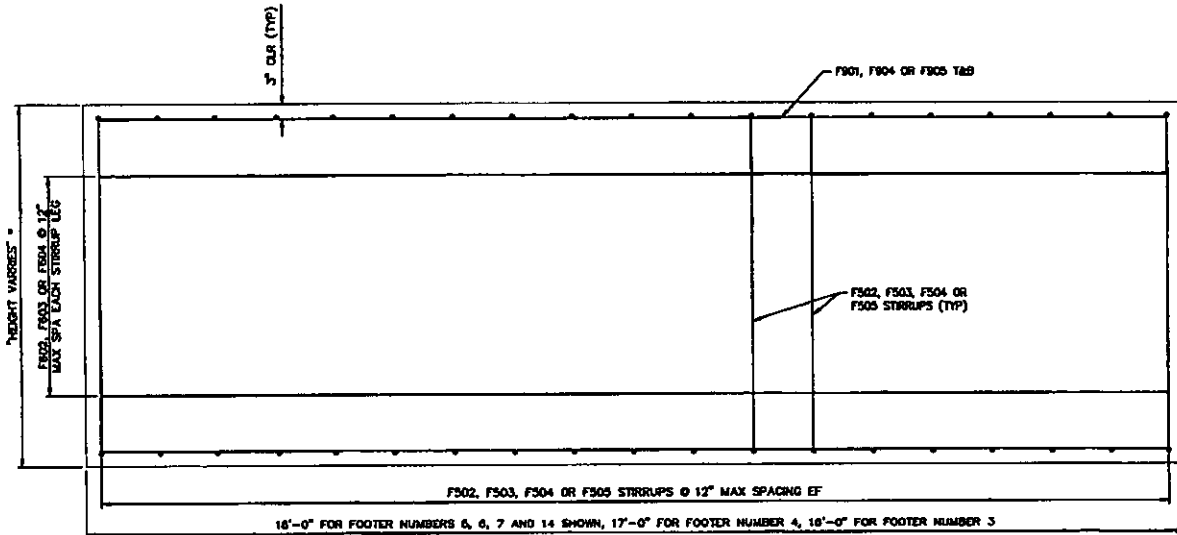
* FOOTER HEIGHT	
FOOTER NOS. 3 THROUGH 5	4'-0"
FOOTER NO. 6	5'-0"
FOOTER NO. 7	6'-0"
FOOTER NO. 14	6'-8"



FOOTER PLAN VIEW




FOOTER SECTION VIEW

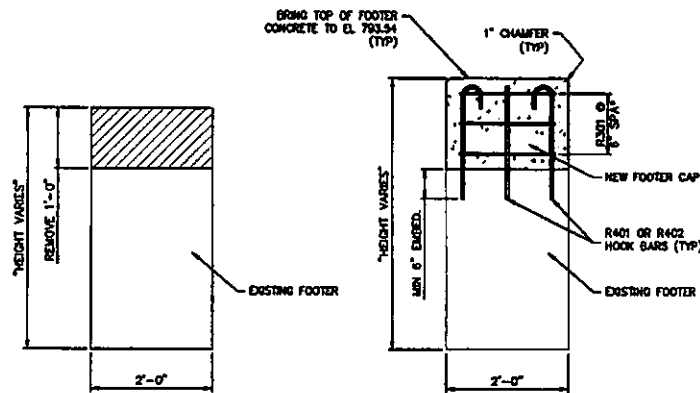
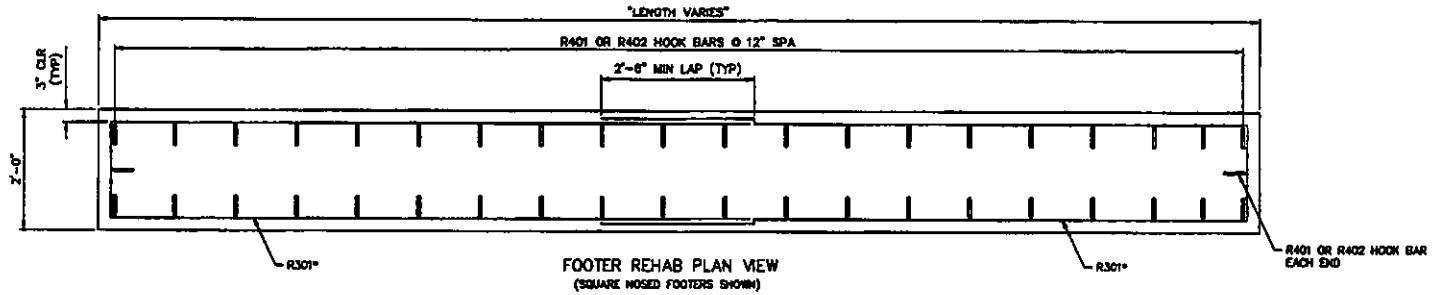


FOOTER ELEVATION VIEW

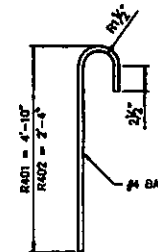
SCALE
0 1 2 ft.

<div>  <div> J.B. TURMAN ENGINEERING, PLLC P.O. Box 483 Borobourville, WV 25504 www.jbtengineering.com </div> </div>				DESIGNED DN 21 AUG 19	CHECKED BT 21 AUG 19	DATE 21 AUG 19	SOUTH BRANCH VALLEY RAILROAD BRIDGE 6.50 OVER WEST VIRGINIA ROUTE 28	THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY	SHEET B12 OF B16
				DRAWN DN 21 AUG 19	REVIEWED BT 21 AUG 19	DATE 21 AUG 19	FOOTER DETAILS		6.50

STATE	FISCAL YEAR	COUNTY	SHEET NO.	TOTAL SHEETS
WV	2020	WV	14	20




* NUMBER OF R301 BARS MAY VARY AT EACH FOOTER REHAB. 6" MAX SPACING SHALL BE MAINTAINED.

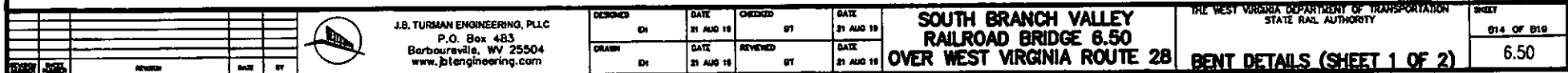


NOTES:

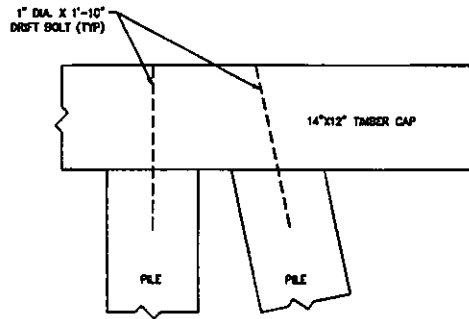
1. CHAMFER EXPOSED EDGES 1".
2. HOOK BARS TO BE EMBEDDED IN EXISTING CONCRETE A MINIMUM OF 6" WITH A 3/8" DIA. DRILL BIT AND HIT-RE 500 V3 EPOXY ADHESIVE OR EQUIVALENT.
3. FIELD VERIFY LENGTHS AND WIDTHS OF EXISTING FOOTERS TO BE REHABILITATED. ADJUST REINFORCEMENT WHILE MAINTAINING THE BAR SPACING SHOWN.
4. THE TOP OF EXISTING FOOTERS 8-13 AND 15 SHALL BE REMOVED A MINIMUM OF 1'-0" OR GREATER DEPTHS ACCORDING TO THE FIELD ENGINEER. HOOK BARS SHALL BE INSTALLED IN SOUND CONCRETE. FOOTERS WITH GULL NOSE ENDS AND WINGWALLS SHALL CONTAIN REINFORCEMENT WITH THE MINIMUM SPACINGS SHOWN.
5. USE R401 HOOK BARS FOR EXISTING FOOTERS 8-11 AND R402 HOOK BARS FOR EXISTING FOOTERS 12, 13 AND 15.

SCALE
0 1 ft.

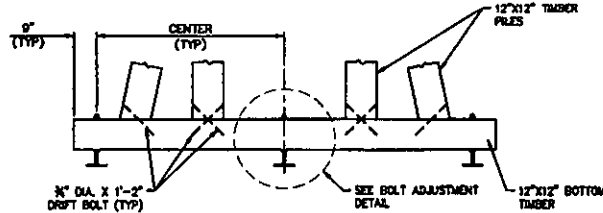
					J.B. TURMAN ENGINEERING, PLLC P.O. Box 483 Barboursville, WV 25504 www.jbtengineering.com		DESIGNED	DATE	CHECKED	DATE	SOUTH BRANCH VALLEY RAILROAD BRIDGE 6.50 OVER WEST VIRGINIA ROUTE 28	THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY	SHEET 813 OF 819	
					DRAWN	DATE	REVIEWED	DATE						
					DH	21 AUG 19	BT	21 AUG 19						
FOOTER REHAB DETAILS										6.50				



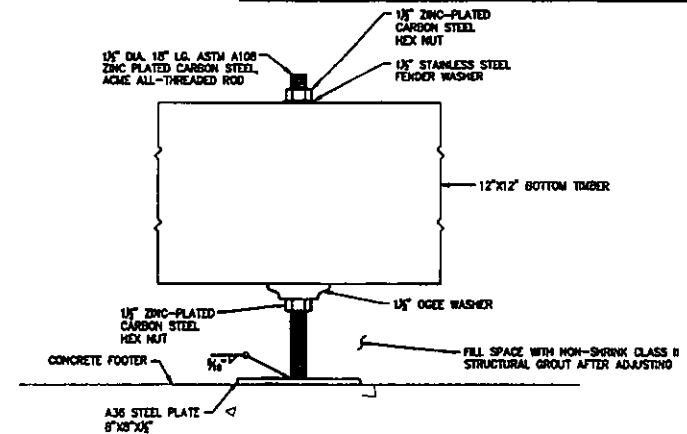
PROJECT NO.	DATE	PROJECT NAME	PROJECT LOCATION	COUNTY	SHEET NO.	TOTAL SHEETS
WV 5	2014-08-18	6.50	N/A	2022	19	20



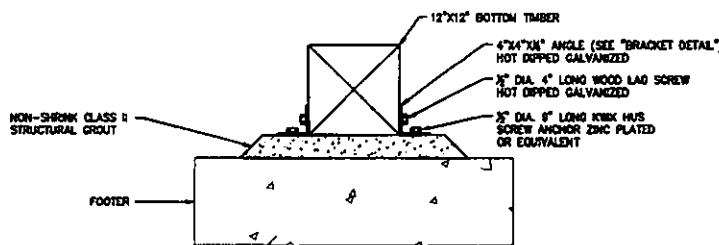
DETAIL 'A'



DETAIL 'B'

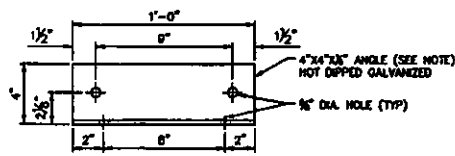


ADJUSTMENT DETAIL

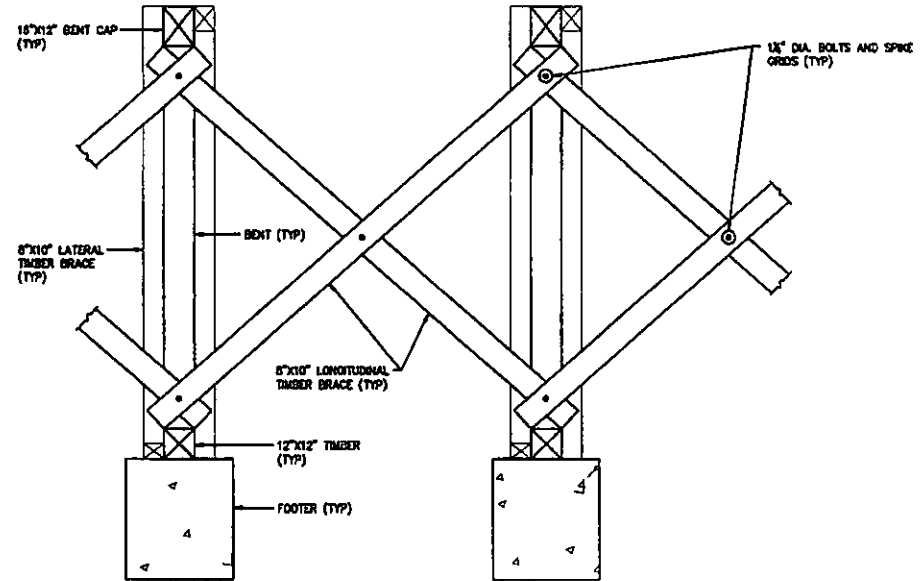


BENT-FOOTER CONNECTION

NOTE: SPACE THREE (3) BRACKETS EVENLY ON EACH SIDE OF 12'x12' BOTTOM TIMBER TOTALING SIX (6) BRACKETS PER BENT.



BRACKET DETAIL

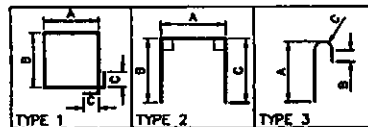



LONGITUDINAL BRACING DETAIL

<div> <p>J.B. TURMAN ENGINEERING, PLLC P.O. Box 483 Barboursville, WV 25504 www.tbengineering.com</p> </div>				DESIGNED BY 21 AUG 18	CHECKED BY 21 AUG 18	DATE 21 AUG 18	SOUTH BRANCH VALLEY RAILROAD BRIDGE 6.50 OVER WEST VIRGINIA ROUTE 28	THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY	SHEET 813 OF 819 6.50
REVISION DATE BY				DRAWN BY 21 AUG 18	REVIEWED BY 21 AUG 18	DATE 21 AUG 18	BENT DETAILS (SHEET 2 OF 2)		

STATE	FISCAL YEAR	PROJECT NO.	PROJECT NAME	FISCAL YEAR	COUNTY	SHEET NO.	TOTAL SHEETS
WV	5	624-SB/RR-6.50 G2	N/A	2020	HAMPDEN	17	20

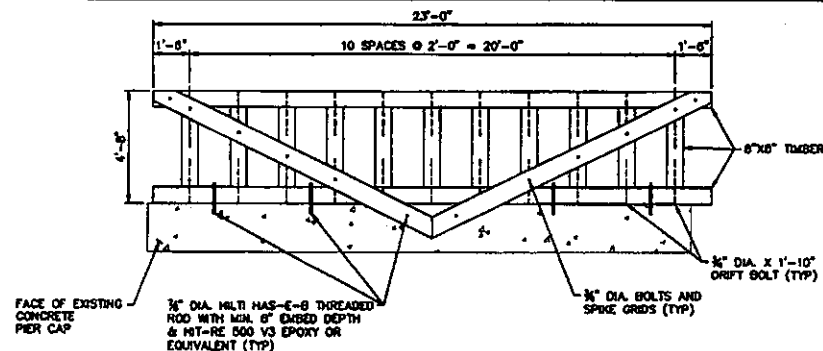
FOOTER AND FOOTER REHAB REINFORCEMENT							DIMENSION		
MARK	TYPE	NUMBER REQUIRED	LENGTH (FT)	602001-001	602002-001	A	B	C	
FOOTERS									
F501	1	68	15' - 3"	1082		2' - 1 1/2"	5' - 0"	0' - 6"	
F502	1	116	12' - 3"	1483		2' - 1 1/2"	3' - 6"	0' - 6"	
F503	1	40	14' - 3"	588		2' - 1 1/2"	4' - 6"	0' - 6"	
F504	1	40	17' - 3"	720		2' - 1 1/2"	6' - 0"	0' - 6"	
F505	1	40	18' - 7"	851		2' - 1 1/2"	5' - 2"	0' - 6"	
F602	STR	36	16' - 6"	838					
F603	STR	12	16' - 6"	268					
F604	STR	72	17' - 6"	1093					
F601	STR	32	15' - 6"	1057					
F602	STR	8	1' - 6"	41					
F603	STR	4	11' - 6"	157					
F604	STR	12	10' - 6"	674					
F605	STR	48	17' - 6"	2858					
TOTAL				12378	0				
FOOTER REHABILITATIONS									
R301	2	68	33' - 0"	844		1' - 6"	15' - 9"	13' - 9"	
R401	3	200	5' - 4"	713		4' - 10"	0' - 2 1/2"	0' - 1 1/2"	
R402	3	114	2' - 10"	216		2' - 4"	0' - 2 1/2"	0' - 1 1/2"	
TOTAL				1773	0				



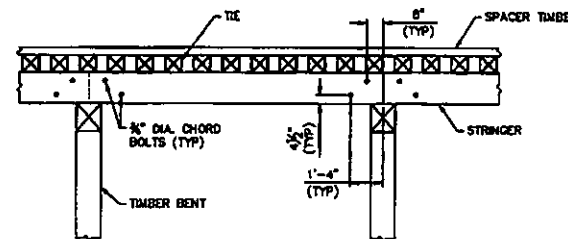
					J.B. TURMAN ENGINEERING, PLLC P.O. Box 483 Barboursville, WV 25504 www.jbtengineering.com		DESIGNED		DATE	CHECKED	DATE	SOUTH BRANCH VALLEY RAILROAD BRIDGE 6.50 OVER WEST VIRGINIA ROUTE 28		THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY		FOOTER AND FOOTER REHAB REINFORCING		SHEET		
																		816 OF 819		
																		6.50		
REVISION		DATE	BY					DRAWN		DATE	REVIEWED	DATE								
			</																	

J.B. TURMAN ENGINEERING, PLLC
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Barboursville, WV 25504
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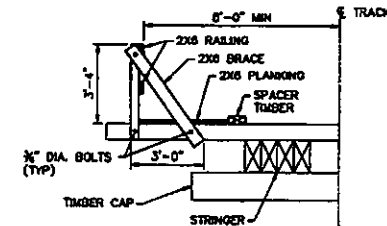
PROJECT NO.	SHEET NO.	DATE	PROJECT NAME	COUNTY	SHEET NO.	TOTAL SHEETS
WV 5	334-SB/RB-6.50-02	N/A	3320	WV	18	20



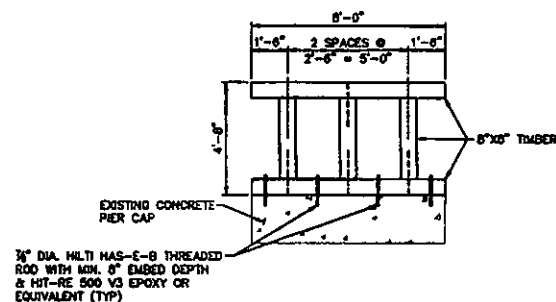
BEAM 1 DETAIL



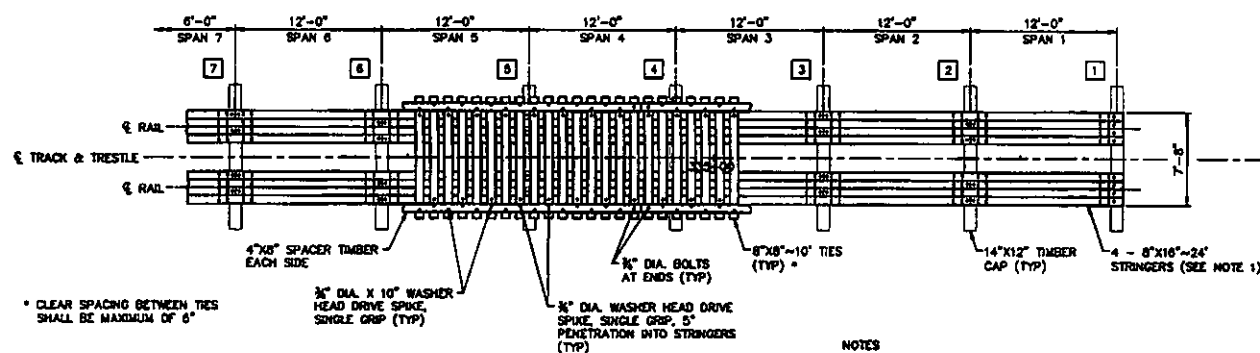
ELEVATION



PLATFORM DETAIL

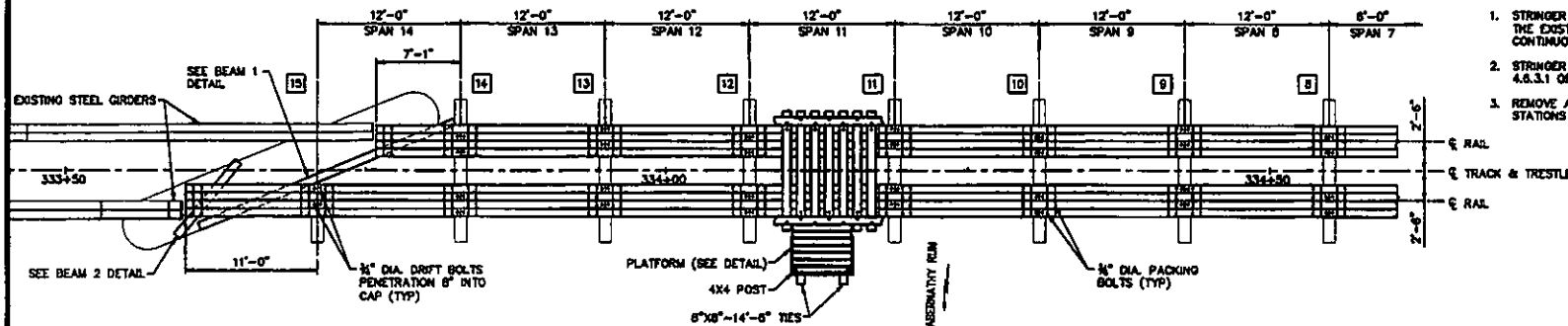


BEAM 2 DETAIL



NOTES

1. STRINGER ENDS SHALL BE CENTERED ON C OF BENTS OR ATOP THE EXISTING PIER CAP. STAGGER JOINTS BETWEEN BENTS FOR A CONTINUOUS SPAN.
2. STRINGER CHORDS SHALL MEET THE REQUIREMENTS OF SECTION 4.6.3.1 OF ARZMA CHAPTER 7.
3. REMOVE AND REPLACE RAILROAD TIES BETWEEN APPROXIMATE STATIONS 333+50 AND 335+80.



J.B. TURMAN ENGINEERING, PLLC
P.O. Box 483
Barboursville, WV 25504
www.jbtengineering.com

DESIGNED	DATE	CHECKED	DATE
DN	21 AUG 18	BT	21 AUG 18
DRAWN	DATE	REVIEWED	DATE
DN	21 AUG 18	BT	21 AUG 18

**SOUTH BRANCH VALLEY
RAILROAD BRIDGE 6.50
OVER WEST VIRGINIA ROUTE 28**

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
STATE RAIL AUTHORITY

FRAMING PLAN

SHEET
B17 OF B19
6.50

PUBLIC ROAD DIST. NO.	STATE DIST. NO.	STATE PROJECT NO.	FEDERAL PROJECT NO.	FISCAL YEAR	COUNTY	SHEET NO.	TOTAL SHEETS
WV	5	S314-SBV/RR-6.50-02	N/A	2020	HAMPSHIRE	19	20

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION Divisions of Highways		Final Log B-1			
Project Name: SBV RR Bridge 6.5 Boring Location: Between North Abutment Date Started: 10/05/2014 County: Hampshire Inspector: None Date Completed: 10/05/2014 District: D-5 Entered By: NRB Driller / Company: Bnd		Project Number: S314-SBV/RR-6.50 Elevation (ft.): 774-ft EST Lat. and Long.: Driller / Company: Bnd			
ELEV. ft.	DEPTH ft.	DESCRIPTION OF MATERIALS <small>color, material description, grain size, structure, moisture, consistency</small>	SAMPLE <small>Type INT Depth Run Rec. Blows Cnt. (ft-Value) HCS FGD</small>	Additional Notes	RMR (Total)
774.00	0.0	Black and grey FILL: sandy gravel, dry, very loose	0-0-2.5 1.5 ft. WOH- 2.5-4.0 0.0 ft. WOH- 4.0-5.0 0.0 ft. WOH- 5.0-6.5 0.2 ft. WOH- 6.5-10.0 13.3 %		
764.00	10.0	Black and grey FILL: sandy gravel, dry, medium dense	10.0-11.5 1.5 ft. 5-5-9 11.5-16.5 5.0 ft. 40 % (14)		
762.50	11.5	Grey SILTSTONE: limy, high to vertical discontinuities, bedded at approx. 45° from horizontal, slightly weathered, hard	11.5-16.5 5.0 ft. 3-4 ft. 66 %		7-6-5-15-10 (45)
759.30	14.7	Grey SILTSTONE: limy, few calcite veins, bedded at approx. 45° from horizontal, unweathered, hard	16.5-21.5 5.0 ft. 5.0 ft. 100 %		4 1.3 ft. 26 %
752.50	21.5	BORING COMPLETED AT 21.5 ft.			
Remarks: Rig No.: 541-022 Rig Type: Solid Core Size: NQ Core Barrel: Solid Hammer: Auto Sampling Method: Sherry Tube, Solid Auger, Split Spoon, Rock Core, Tricone Water Level Observations: Immediate At Completion 15.0 ft., After 0 hrs. 18.0 ft., Before Coring NA ft., Backfilled Cutting ft.					

Page 1 of 1

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION Divisions of Highways		Final Log B-2			
Project Name: SBV RR Bridge 6.5 Boring Location: Between North Abutment and Pier Date Started: 10/05/2014 County: Hampshire Inspector: None Date Completed: 10/05/2014 District: D-5 Entered By: NRB Driller / Company: Bnd		Project Number: S314-SBV/RR-6.50 Elevation (ft.): 780-ft EST Lat. and Long.: Driller / Company: Bnd			
ELEV. ft.	DEPTH ft.	DESCRIPTION OF MATERIALS <small>color, material description, grain size, structure, moisture, consistency</small>	SAMPLE <small>Type INT Depth Run Rec. Blows Cnt. (ft-Value) HCS FGD</small>	Additional Notes	RMR (Total)
760.00	0.0	Brown FILL: clayey gravel, dry, loose	0-0-2.5 2.5-4.0 1.5 ft. 5-11-7 4.0-4.5 0.7 ft. (18) 4.5-4.8 0.1 ft. 500.1 4.8-9.6 4.9 ft. 98 %		
757.60	2.8	Brown COBBLES AND SAND: clayey gravel with cobbles, wet, medium dense	4.8-9.6 4.9 ft. 98 %		
755.50	4.5	Grey SILTSTONE: moderately weathered, hard	9.6-14.6 5.0 ft. 5.0 ft. 100 %		7-17-20-15-7 (60)
754.70	5.3	Grey SILTSTONE: limy, few calcite veins, bedded at approx. 45° from horizontal, unweathered, hard			
745.40	14.6	BORING COMPLETED AT 14.0 ft.			
Remarks: Rig No.: 541-022 Rig Type: Solid Core Size: NQ Core Barrel: Solid Hammer: Auto Sampling Method: Sherry Tube, Solid Auger, Split Spoon, Rock Core, Tricone Water Level Observations: Immediate At Completion 2.5 ft., After 0 hrs. 2.5 ft., Before Coring NA ft., Backfilled Cutting ft.					

Page 1 of 1

NOTE:
THE BORING LOG(S) HAVE BEEN PROVIDED BY THE WVDOT.

DESIGNED J.B. TURMAN ENGINEERING, PLLC P.O. Box 483 Barboursville, WV 25504 www.tbengineering.com		DATE 21 AUG 19	CHECKED BT	DATE 21 AUG 19	SOUTH BRANCH VALLEY RAILROAD BRIDGE 6.50 OVER WEST VIRGINIA ROUTE 28	THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY	SHEET B18 OF B19 6.50
REVISION NO. 1 DATE BY	DESIGNED J.B. TURMAN ENGINEERING, PLLC P.O. Box 483 Barboursville, WV 25504 www.tbengineering.com	DATE 21 AUG 19	CHECKED BT	DATE 21 AUG 19	SOUTH BRANCH VALLEY RAILROAD BRIDGE 6.50 OVER WEST VIRGINIA ROUTE 28	THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY	SHEET B18 OF B19 6.50

PUBLIC ROADS DIV.	STATE DIST. NO.	STATE PROJECT NO.	FEDERAL PROJECT NO.	FISCAL YEAR	COUNTY	SHEET NO.	TOTAL SHEETS
WV	5	5314-SBV/RR-6.50 02	N/A	2020	HAMPSHIRE	20	20

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION Divisions of Highways		Final Log B-3	
Engineering Division Geotechnical Unit - (Bldg 5, Room A-437) 1920 Kanawha Blvd. E., Charleston, WV 25305 Office: (304)558-2885, FAX: (304)558-7297		Materiale Control, Soils and Testing Division Subsurface Investigation Group 100 Dry Branch Rd., Charleston, WV 25308 Office: (304)558-9884, FAX: (304)558-0253	
Project Name: SBV RR Bridge 6.5		Project Number: E314-SBV/RR-6.50	
Boring Location: Beside North Pier		Elevation (ft.): 760-ft EST	
Date Started: 10/05/2014	County: Hampshire	Inspector: None	Lat. and Long:
Date Completed: 10/10/2014	District: D-5	Entered By: NRB	Driver / Company: Bird

ELEV. ft.	DEPTH ft.	DESCRIPTION OF MATERIALS color, material description, grain size structures, moisture, consistency	Type	PT Depth	Run ft.	Blows Cnt (ft-Value)	HCGI	RCD	Additional Notes	RMR (Total)
760.00	0.0									
		Brown FILL: gravelly clay, dry, medium stiff		0.0-2.5						
757.50	2.5	Brown FILL: wood		2.5-4.0	1.5 ft	7-14-15 (29)				
				1.3 ft						
755.00	5.0			4.0-5.0	1.5 ft	5-8-6 (14)				
		Gray and brown GRAVELLY CLAY: moderate plasticity, moist, stiff		5.0-6.5	1.5 ft					
753.10	6.9	Gray SILTSTONE: limy, bedded at approx. 45° from horizontal, unweathered, hard		6.5-9.0	100 %					
				8.9-11.9	5.0 ft					
				5.0 ft	100 %					
				11.0-16.9	5.0 ft					
				5.0 ft	100 %					
745.30	14.7	Gray SILTSTONE: limy, abundant calcite veins, bedded at approx. 45° from horizontal, slightly weathered, hard								
743.10	16.9	BORING COMPLETED AT 16.9 ft.								

Rig No: 641.022	Remarks:	Sampling Method:	Water Level Observations:
Rig Type: Snd		Shelby Tube	Immediate: Dry
Core Size: NQ		Solid Auger	At Completion: 4.0
Core Barrel: Solid		Split Spoon	After: 0.5
Hammer: Auto		Hollow Auger	Before Coring: NA
		Rock Core	Cutting: NA
		Tricone	

Page 1 of 1

NOTE:
THE BORING LOG(S) HAVE BEEN PROVIDED BY THE WVDOT.

DESIGNED EH	DATE 21 AUG 19	CHECKED BT	DATE 21 AUG 19	SOUTH BRANCH VALLEY RAILROAD BRIDGE 6.50 OVER WEST VIRGINIA ROUTE 28	THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY	SHEET B19 OF B19 6.50
DRAWN EH	DATE 21 AUG 19	REVIEWED BT	DATE 21 AUG 19			



J.B. TURMAN ENGINEERING, PLLC
P.O. Box 483
Barboursville, WV 25504
www.tbengineering.com

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:

State Rail Authority Office - Conference Room
120 Water Plant Drive
Moorefield, WV 26836

March 17, 2020 @ 10:30 a.m.

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 01/09/2020

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: Thursday, March 19, 2019, 3:00 p.m.

Submit Questions to: Linda Harper
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Linda.B.Harper@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: Replacement of BR 6.5 on SBVR
BUYER: Linda Harper
SOLICITATION NO.: CRFQ RMA2000000006
BID OPENING DATE: Thursday, March 26, 2020
BID OPENING TIME: 1:30 p.m.
FAX NUMBER: 304-558-3970

Revised 01/09/2020

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

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

BID TYPE: (This only applies to CRFP)

- ☐ Technical
☐ Cost

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

Bid Opening Date and Time: Thursday, March 26, 2020, 1:30 p.m.

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

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

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

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

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

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

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

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must 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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. 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 three hundred and sixty-five(365) calendar 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.

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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: \$1,000,000.00 or more per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 or more 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.

☐☐☐☐

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:

☒ one thousand (\$1,000.00) for every calendar day beyond three-hundred sixty-five (365) days

☐ 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.

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

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

Revised 01/09/2020

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Carl Belt, Inc.
Contractor's License No.: WV- WV000355

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;**
- ii. The subcontractor in the original bid has been debarred or suspended; or**
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.**

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Carl Belt, Inc.

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Carl Belt, Inc.

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
Clearwater Construction, Inc.	WV057087
Penn Line Services	WV005211
A C Armstrong Design Group	WV058158
RoadSafe Traffic Systems	WV035684
Rhinehart Railroad Construction, Inc.	WV059717

Attach additional pages if necessary

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.

David J. Madden - Executive Vice President

(Name, Title)

David J. Madden - Executive Vice President

(Printed Name and Title)

11521 Milnor Ave, Cumberland, MD 21502

(Address)

301-729-8900 / 301-729-0163

(Phone Number) / (Fax Number)


davem@thebeltgroup.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.

Carl Belt, Inc.

(Company)



David J. Madden - Executive Vice President

(Authorized Signature) (Representative Name, Title)

David J. Madden - Executive Vice President

(Printed Name and Title of Authorized Representative)

06/26/20

(Date)

301-729-8900 / 301-729-0163

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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)

- ☒ Addendum No. 1
- ☒ Addendum No. 2
- ☒ Addendum No. 3
- ☒ Addendum No. 4
- ☒ Addendum No. 5

- ☒ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Carl Belt, Inc.

Company


Authorized Signature

06/26/2020

Date

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

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Carl Belt, Inc.
of Cumberland, Maryland, as Principal, and Fidelity and Deposit Company
of Cumberland, Maryland, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of Owings Mills, MD, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of the Total Bid Amount (\$ 5% of the Total Bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Replacement of BR 6.5 on South Branch Valley Railroad

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 26th day of June, 2020.

Principal Seal

Carl Belt, Inc.
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
President
(Title)

Surety Seal

Fidelity and Deposit Company of Maryland
(Name of Surety)
[Signature]
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael FETCHERO, Brian E. MCCLOSKEY, Marla K. MAYLES, Edward R. SEWARD, Lisa WINCHESTER, Shelley MCCABE, Kayla D. MCCULLOUGH, Chelsea L. MARTIN, Aaron N. SMITH, Letha LOMBARDI and Lori CELANO, all of Cumberland, Maryland, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of September, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 26th day of June, 2020.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF Hardy, **TO-WIT:**

I, David J. Madden, after being first duly sworn, depose and state as follows:

1. I am an employee of Carl Belt, Inc.; and,
(Company Name)
2. I do hereby attest that Carl Belt, Inc.
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: David J. Madden

Signature: David J. Madden

Title: Executive Vice President

Company Name: Carl Belt, Inc.

Date: 06/26/2020

Taken, subscribed and sworn to before me this 26th day of June, 2020.

By Commission expires January 23, 2023

(Seal)



Stacey Waltemire
(Notary Public)

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code § 21-1D-7b**, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:Contract Number: RMA2000000006Contract Purpose: Replacement of BR 6.5 on SBVRAgency Requesting Work: State Rail Authority

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☒ Information indicating the education and training service to the requirements of **West Virginia Code § 21-1D-5** was provided;
- ☒ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☒ Average number of employees in connection with the construction on the public improvement;
- ☒ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:Vendor Name: Carl Belt, Inc.Vendor Address: 11521 Milnor AvePO Box 1210Cumberland, MD 21502Vendor Telephone: 301-729-8900Vendor Fax: 301-729-0163Vendor E-Mail: davem@thebeltgroup.com

C A R L B E L T
I N C O R P O R A T E D
C O N T R A C T I N G . . E N G I N E E R I N G

Telephone: 301-729-8900
FAX Number: 301-729-0163

11521 MILNOR AVENUE
UPPER POTOMAC INDUSTRIAL PARK

POST OFFICE BOX 1210
CUMBERLAND, MARYLAND 21501-1210

June 30, 2020

Certified Drug-Free Workplace Report

- DRS is the Medical Review Officer (MRO) and LabCorp of America is the laboratory that is certified and performs the drug tests
- On average, Carl Belt, Inc. employs 129 employees
- Drug test results for the past year are as follow
 - Pre-employment 8 tests 1 positive
 - Reasonable Suspicion 0 tests
 - Post-Accident 1 tests 0 positive
 - Random 26 tests 0 positive

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Carl Belt, Inc,

Authorized Signature: *David J. Madden* Date: 06/26/2020

State of West Virginia

County of Hardy, to-wit:

Taken, subscribed, and sworn to before me this 26 day of June, 2020.

My Commission expires January 23, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC

Stacy Waltemire

Purchasing Affidavit (Revised 01/19/2018)