



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Corporate Services (SE), Inc. 1901 Roxborough Rd, Ste 300 Charlotte NC 28211	CONTACT NAME: Keturah Reed	
	PHONE (A/C, No, Ext): 704-927-7129	FAX (A/C, No):
E-MAIL ADDRESS: keturah.reed@nfp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Casualty and Surety Company		1903B
INSURER B: Illinois Union Insurance Company		27960
INSURER C: Travelers Indemnity Company of Connecticut		25682
INSURER D: Travelers Commercial Casualty Company		40282
INSURER E:		
INSURER F:		

INSURED EASTVAU01
 Eastern Vault Holdings, LLC, Eastern Vault Company, Inc.
 Dellinger Precast, Inc., Seminole Precast, LLC dba Evercast Concrete
 dba American Block Company, Inc.
 494 Old Courthouse Rd.
 Princeton WV 24740

COVERAGES **CERTIFICATE NUMBER: 627777283** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	830-4P310353-TIA-21	1/27/2021	1/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-4P538412-21-14-G	1/27/2021	1/27/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50			CUP-4P60619A-21-14	1/27/2021	1/27/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-6R595790-21-51-K	1/27/2021	1/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability			GY1157453 001	7/15/2018	7/15/2021	Liability Limit - Occ 1,000,000 Liability Limit - Agg 1,000,000 Deductible \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Blackhawk Mining LLC & Its Subsidiaries is included as additional insured and granted a waiver of subrogation for the General Liability and Auto Liability policies as required by written contract.

CERTIFICATE HOLDER **CANCELLATION 30**

WVDO H
 1900 Kanawha Blvd B1065
 Charleston WV 25305.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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

State of West Virginia
Centralized Request for Quote
Highways

Proc Folder: 936246			Reason for Modification: <i>original procurement Folder: 56 0734</i>
Doc Description: Precast Reinforced Concrete Box Culvert Sections			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-09-16	2021-09-29 13:30	CRFQ 0803 DOT2200000046	1


BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: *000000201885*
Vendor Name: *Eastern Vault Co Inc*
Address: *494*
Street: *Courthouse*
City: *Princeton*
State: *WV* Country: *USA* Zip: *24740*
Principal Contact: *Mark Huffman*
Vendor Contact Phone: *304-425-8955* Extension: *1227*

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X  FEIN# *55-0520255* DATE *9-29-2021*

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

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids to establish an open-end contract to provide various sizes of Precast Reinforced Concrete Box Culvert Sections for use at locations throughout the State of West Virginia by the West Virginia Division of Highways and the West Virginia Parkways Authority, upon their request. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO	SHIP TO
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Precast concrete element	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30103619			

Extended Description:
Precast concrete element

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2021-09-23

	Document Phase	Document Description	Page
DOT2200000046	Final	Precast Reinforced Concrete Box Culvert Sections	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 07/01/2021

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 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: **September 23, 2021 by 10:00am**

Submit Questions to: John Estep
2019 Washington Street, East
Charleston, WV 25305
~~Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)~~
Email: john.w.estep@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:	Precast Reinforced Concrete Box Culvert Sections
BUYER:	John Estep
SOLICITATION NO.:	CRFQ 0803 DOT2200000048
BID OPENING DATE:	September 29, 2021
BID OPENING TIME:	1:30 pm
FAX NUMBER:	304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a 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 prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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: September 29, 2021 @ 1:30 pm

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

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

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

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

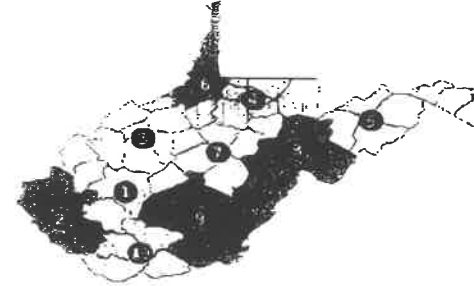
24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

**Precast Reinforced Concrete Box Culvert Sections, By District
ATTACHMENT A, PRICING PAGE (ATT A)**

VENDOR INSTRUCTIONS: Vendor shall complete Parts I and II below for the Districts and the sizes of Box Sections for which they are bidding. Delivery shall be F.O.B. destination to any designated delivery site within the District, as specified on the WV-39 at the time of order. Contracts shall be awarded to the lowest overall bidding Vendor, per Contract Item, per District.

WVDOH Districts are comprised of the counties listed below:

- District 1: Boone, Clay, Kanawha, Mason and Putnam Counties
- District 2: Cabell, Lincoln, Logan, Mingo and Wayne Counties
- District 3: Calhoun, Jackson, Pleasants, Ritchie, Roene, Wirt and Wood Counties
- District 4: Doddridge, Harrison, Marion, Mcnongalia, Preston and Taylor Counties
- District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan Counties
- District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel Counties
- District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster Counties
- District 8: Pendleton, Pocahontas, Randolph and Tucker Counties
- District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers Counties
- District 10: McDowell, Mercer, Raleigh and Wyoming Counties



PART I: BID PRICE. Provide a bid price for each Contract Listed below for which the Vendor wishes to bid, per District. Bid price shall include delivery to any DOH destination within the District(s) bid.

Span (feet)	Rise (feet)	Estimated Qty* (linear foot)	Unit of Measure	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9	District 10
3	2	8	Per Linear Foot	\$469.00	\$489.00	\$600.00	\$600.00	\$1,050.00	\$850.00	\$600.00	\$600.00	\$489.00	\$489.00
3	3	8	Per Linear Foot	\$306.00	\$326.00	\$400.00	\$400.00	\$525.00	\$450.00	\$400.00	\$400.00	\$335.00	\$326.00
3	4	8	Per Linear Foot	\$330.00	\$350.00	\$450.00	\$450.00	\$575.00	\$500.00	\$450.00	\$450.00	\$375.00	\$350.00
3	5	8	Per Linear Foot	\$370.00	\$390.00	\$460.00	\$500.00	\$625.00	\$550.00	\$460.00	\$500.00	\$400.00	\$390.00
3	6	8	Per Linear Foot	\$400.00	\$420.00	\$480.00	\$550.00	\$650.00	\$600.00	\$480.00	\$550.00	\$430.00	\$420.00
3	7	8	Per Linear Foot	\$420.00	\$440.00	\$500.00	\$575.00	\$700.00	\$605.00	\$500.00	\$575.00	\$440.00	\$440.00
3	8	8	Per Linear Foot	\$480.00	\$500.00	\$550.00	\$650.00	\$750.00	\$700.00	\$550.00	\$650.00	\$500.00	\$500.00
3	10	8	Per Linear Foot	\$500.00	\$600.00	\$700.00	\$750.00	\$850.00	\$820.00	\$700.00	\$750.00	\$600.00	\$600.00
4	2	8	Per Linear Foot	\$500.00	\$520.00	\$600.00	\$650.00	\$700.00	\$650.00	\$600.00	\$650.00	\$500.00	\$520.00
4	3	8	Per Linear Foot	\$316.00	\$336.00	\$350.00	\$400.00	\$450.00	\$400.00	\$350.00	\$400.00	\$336.00	\$336.00
4	4	8	Per Linear Foot	\$350.00	\$370.00	\$390.00	\$420.00	\$475.00	\$420.00	\$390.00	\$420.00	\$375.00	\$370.00
4	5	8	Per Linear Foot	\$400.00	\$420.00	\$450.00	\$475.00	\$525.00	\$475.00	\$450.00	\$475.00	\$425.00	\$420.00
4	6	8	Per Linear Foot	\$425.00	\$445.00	\$465.00	\$495.00	\$550.00	\$495.00	\$465.00	\$495.00	\$445.00	\$445.00
4	7	8	Per Linear Foot	\$500.00	\$520.00	\$550.00	\$600.00	\$650.00	\$600.00	\$550.00	\$600.00	\$525.00	\$520.00
4	8	8	Per Linear Foot	\$545.00	\$565.00	\$585.00	\$650.00	\$700.00	\$650.00	\$585.00	\$650.00	\$565.00	\$565.00
5	2	8	Per Linear Foot	\$600.00	\$620.00	\$700.00	\$800.00	\$850.00	\$800.00	\$700.00	\$800.00	\$625.00	\$620.00
5	3	8	Per Linear Foot	\$350.00	\$370.00	\$390.00	\$455.00	\$500.00	\$465.00	\$390.00	\$465.00	\$375.00	\$370.00
5	4	8	Per Linear Foot	\$400.00	\$420.00	\$450.00	\$500.00	\$550.00	\$500.00	\$450.00	\$500.00	\$425.00	\$420.00
5	5	8	Per Linear Foot	\$425.00	\$445.00	\$465.00	\$510.00	\$575.00	\$510.00	\$465.00	\$510.00	\$450.00	\$445.00
5	6	8	Per Linear Foot	\$450.00	\$470.00	\$490.00	\$520.00	\$600.00	\$520.00	\$490.00	\$520.00	\$457.00	\$470.00
5	7	8	Per Linear Foot	\$510.00	\$530.00	\$550.00	\$600.00	\$650.00	\$600.00	\$550.00	\$600.00	\$540.00	\$530.00
5	8	8	Per Linear Foot	\$555.00	\$575.00	\$600.00	\$700.00	\$750.00	\$700.00	\$600.00	\$700.00	\$575.00	\$575.00

Precast Reinforced Concrete Box Culvert Sections, By District
ATTACHMENT A, PRICING PAGE (ATT A)

Span (feet)	Rise (feet)	Estimated Qty* (Linear foot)	Unit of Measure	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9	District 10
6	2	8	Per Linear Foot	\$750.00	\$770.00	\$800.00	\$850.00	\$900.00	\$850.00	\$800.00	\$850.00	\$770.00	\$770.00
6	3	8	Per Linear Foot	\$370.00	\$390.00	\$425.00	\$500.00	\$550.00	\$500.00	\$425.00	\$500.00	\$400.00	\$390.00
6	4	8	Per Linear Foot	\$420.00	\$440.00	\$450.00	\$525.00	\$575.00	\$525.00	\$450.00	\$525.00	\$450.00	\$440.00
6	5	8	Per Linear Foot	\$450.00	\$470.00	\$470.00	\$550.00	\$635.00	\$550.00	\$470.00	\$550.00	\$475.00	\$470.00
6	6	8	Per Linear Foot	\$475.00	\$485.00	\$500.00	\$600.00	\$675.00	\$625.00	\$500.00	\$600.00	\$500.00	\$485.00
6	7	8	Per Linear Foot	\$520.00	\$540.00	\$560.00	\$650.00	\$725.00	\$675.00	\$500.00	\$600.00	\$550.00	\$540.00
6	8	8	Per Linear Foot	\$600.00	\$620.00	\$650.00	\$700.00	\$775.00	\$710.00	\$650.00	\$700.00	\$625.00	\$620.00
7	2	8	Per Linear Foot	\$950.00	\$970.00	\$1,000.00	\$1,000.00	\$1,050.00	\$1,000.00	\$1,000.00	\$1,000.00	\$975.00	\$970.00
7	3	8	Per Linear Foot	\$400.00	\$420.00	\$450.00	\$500.00	\$550.00	\$500.00	\$450.00	\$500.00	\$425.00	\$420.00
7	4	8	Per Linear Foot	\$450.00	\$470.00	\$500.00	\$550.00	\$600.00	\$550.00	\$500.00	\$550.00	\$475.00	\$470.00
7	5	8	Per Linear Foot	\$475.00	\$495.00	\$550.00	\$575.00	\$715.00	\$665.00	\$550.00	\$575.00	\$500.00	\$485.00
7	6	8	Per Linear Foot	\$500.00	\$520.00	\$560.00	\$600.00	\$700.00	\$660.00	\$550.00	\$600.00	\$535.00	\$520.00
7	7	8	Per Linear Foot	\$550.00	\$570.00	\$650.00	\$700.00	\$800.00	\$710.00	\$650.00	\$700.00	\$575.00	\$570.00
7	8	8	Per Linear Foot	\$700.00	\$720.00	\$800.00	\$850.00	\$910.00	\$860.00	\$800.00	\$850.00	\$735.00	\$720.00
8	2	8	Per Linear Foot	\$900.00	\$920.00	\$1,000.00	\$1,200.00	\$1,250.00	\$1,200.00	\$1,000.00	\$1,200.00	\$925.00	\$920.00
8	3	8	Per Linear Foot	\$425.00	\$445.00	\$500.00	\$600.00	\$675.00	\$620.00	\$500.00	\$600.00	\$450.00	\$445.00
8	4	8	Per Linear Foot	\$475.00	\$495.00	\$550.00	\$650.00	\$700.00	\$650.00	\$550.00	\$650.00	\$500.00	\$495.00
8	5	8	Per Linear Foot	\$525.00	\$545.00	\$600.00	\$700.00	\$750.00	\$700.00	\$600.00	\$700.00	\$550.00	\$545.00
8	6	8	Per Linear Foot	\$585.00	\$605.00	\$650.00	\$750.00	\$825.00	\$770.00	\$650.00	\$750.00	\$625.00	\$605.00
8	7	8	Per Linear Foot	\$625.00	\$645.00	\$675.00	\$775.00	\$825.00	\$775.00	\$675.00	\$775.00	\$630.00	\$605.00
8	8	8	Per Linear Foot	\$600.00	\$610.00	\$620.00	\$630.00	\$700.00	\$630.00	\$620.00	\$630.00	\$630.00	\$610.00
9	5	4	Per Linear Foot	\$700.00	\$710.00	\$720.00	\$730.00	\$780.00	\$740.00	\$720.00	\$730.00	\$715.00	\$710.00
9	6	4	Per Linear Foot	\$740.00	\$740.00	\$750.00	\$750.00	\$815.00	\$770.00	\$750.00	\$750.00	\$750.00	\$740.00
9	7	4	Per Linear Foot	\$765.00	\$765.00	\$765.00	\$770.00	\$830.00	\$780.00	\$765.00	\$770.00	\$775.00	\$765.00
9	8	4	Per Linear Foot	\$790.00	\$790.00	\$800.00	\$800.00	\$860.00	\$825.00	\$800.00	\$800.00	\$800.00	\$780.00
9	9	4	Per Linear Foot	\$825.00	\$825.00	\$800.00	\$800.00	\$850.00	\$900.00	\$900.00	\$900.00	\$850.00	\$825.00
9	10	4	Per Linear Foot	\$825.00	\$825.00	\$1,000.00	\$1,000.00	\$1,050.00	\$1,000.00	\$1,000.00	\$1,000.00	\$865.00	\$825.00
10	5	4	Per Linear Foot	\$700.00	\$720.00	\$750.00	\$770.00	\$825.00	\$770.00	\$750.00	\$770.00	\$725.00	\$720.00
10	6	4	Per Linear Foot	\$725.00	\$745.00	\$800.00	\$850.00	\$900.00	\$850.00	\$800.00	\$850.00	\$750.00	\$745.00
10	7	4	Per Linear Foot	\$750.00	\$770.00	\$820.00	\$800.00	\$850.00	\$900.00	\$820.00	\$900.00	\$775.00	\$770.00
10	8	4	Per Linear Foot	\$775.00	\$795.00	\$825.00	\$925.00	\$975.00	\$925.00	\$825.00	\$925.00	\$800.00	\$795.00
10	9	4	Per Linear Foot	\$800.00	\$820.00	\$845.00	\$845.00	\$995.00	\$955.00	\$845.00	\$945.00	\$825.00	\$820.00
10	10	4	Per Linear Foot	\$850.00	\$860.00	\$870.00	\$880.00	\$945.00	\$925.00	\$870.00	\$880.00	\$870.00	\$860.00
11	4	4	Per Linear Foot	\$820.00	\$820.00	\$830.00	\$830.00	\$890.00	\$840.00	\$830.00	\$830.00	\$820.00	\$820.00
11	6	4	Per Linear Foot	\$830.00	\$830.00	\$840.00	\$840.00	\$900.00	\$850.00	\$840.00	\$840.00	\$830.00	\$830.00
11	8	4	Per Linear Foot	\$940.00	\$940.00	\$940.00	\$950.00	\$1,000.00	\$980.00	\$940.00	\$950.00	\$940.00	\$940.00
11	10	4	Per Linear Foot	\$1,035.00	\$1,035.00	\$1,050.00	\$1,050.00	\$1,110.00	\$1,100.00	\$1,050.00	\$1,050.00	\$1,035.00	\$1,035.00
11	11	4	Per Linear Foot	\$1,100.00	\$1,100.00	\$1,100.00	\$1,250.00	\$1,300.00	\$1,250.00	\$1,100.00	\$1,250.00	\$1,100.00	\$1,100.00
11	12	4	Per Linear Foot	\$1,210.00	\$1,210.00	\$1,220.00	\$1,250.00	\$1,340.00	\$1,270.00	\$1,220.00	\$1,250.00	\$1,210.00	\$1,210.00

Sep. 29, 2021 1:39PM

Sep 29 2021 01:42pm
No. 6931 P. 28

Precast Reinforced Concrete Box Culvert Sections, By District
ATTACHMENT A, PRICING PAGE (ATT A)

Span (feet)	Rise (feet)	Estimated Qty* (Linear Foot)	Unit of Measure	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9	District 10
12	4	4	Per Linear Foot	\$800.00	\$820.00	\$850.00	\$880.00	\$950.00	\$900.00	\$850.00	\$860.00	\$825.00	\$820.00
12	5	4	Per Linear Foot	\$860.00	\$880.00	\$950.00	\$955.00	\$1,025.00	\$965.00	\$950.00	\$955.00	\$890.00	\$880.00
12	6	4	Per Linear Foot	\$900.00	\$920.00	\$1,000.00	\$1,010.00	\$1,075.00	\$1,050.00	\$1,000.00	\$1,010.00	\$925.00	\$920.00
12	8	4	Per Linear Foot	\$990.00	\$1,010.00	\$1,100.00	\$1,100.00	\$1,250.00	\$1,250.00	\$1,100.00	\$1,100.00	\$1,025.00	\$1,010.00
12	10	4	Per Linear Foot	\$1,100.00	\$1,200.00	\$1,300.00	\$1,305.00	\$1,400.00	\$1,375.00	\$1,300.00	\$1,305.00	\$1,200.00	\$1,200.00
12	11	4	Per Linear Foot	\$1,200.00	\$1,200.00	\$1,200.00	\$1,250.00	\$1,425.00	\$1,250.00	\$1,200.00	\$1,250.00	\$1,200.00	\$1,200.00
12	12	4	Per Linear Foot	\$1,205.00	\$1,205.00	\$1,205.00	\$1,250.00	\$1,450.00	\$1,250.00	\$1,205.00	\$1,250.00	\$1,205.00	\$1,205.00
14	6	4	Per Linear Foot	\$1,000.00	\$1,000.00	\$1,110.00	\$1,110.00	\$1,260.00	\$1,210.00	\$1,110.00	\$1,110.00	\$1,000.00	\$1,000.00
14	8	4	Per Linear Foot	\$1,100.00	\$1,120.00	\$1,130.00	\$1,140.00	\$1,200.00	\$1,160.00	\$1,130.00	\$1,140.00	\$1,100.00	\$1,120.00
14	10	4	Per Linear Foot	\$1,300.00	\$1,350.00	\$1,400.00	\$1,450.00	\$1,550.00	\$1,550.00	\$1,400.00	\$1,450.00	\$1,300.00	\$1,350.00
14	12	4	Per Linear Foot	\$1,450.00	\$1,500.00	\$1,550.00	\$1,600.00	\$1,700.00	\$1,700.00	\$1,550.00	\$1,600.00	\$1,450.00	\$1,500.00
16	4	4	Per Linear Foot	\$1,450.00	\$1,500.00	\$1,650.00	\$1,600.00	\$1,700.00	\$1,700.00	\$1,550.00	\$1,600.00	\$1,450.00	\$1,500.00
16	5	4	Per Linear Foot	\$1,450.00	\$1,500.00	\$1,600.00	\$1,600.00	\$1,800.00	\$1,800.00	\$1,600.00	\$1,600.00	\$1,450.00	\$1,500.00
16	6	4	Per Linear Foot	\$1,450.00	\$1,500.00	\$1,600.00	\$1,600.00	\$1,825.00	\$1,825.00	\$1,600.00	\$1,600.00	\$1,450.00	\$1,500.00
16	8	4	Per Linear Foot	\$1,460.00	\$1,510.00	\$1,610.00	\$1,610.00	\$1,825.00	\$1,825.00	\$1,610.00	\$1,610.00	\$1,460.00	\$1,510.00
16	10	4	Per Linear Foot	\$1,500.00	\$1,520.00	\$1,610.00	\$1,610.00	\$1,825.00	\$1,825.00	\$1,610.00	\$1,610.00	\$1,500.00	\$1,520.00
16	12	4	Per Linear Foot	\$1,900.00	\$1,900.00	\$1,900.00	\$2,000.00	\$2,100.00	\$2,100.00	\$1,900.00	\$2,000.00	\$1,900.00	\$1,900.00
18	6	4	Per Linear Foot	\$1,500.00	\$1,600.00	\$1,650.00	\$1,700.00	\$1,850.00	\$1,850.00	\$1,650.00	\$1,700.00	\$1,500.00	\$1,600.00
18	8	4	Per Linear Foot	\$1,650.00	\$1,650.00	\$1,700.00	\$1,750.00	\$1,900.00	\$1,900.00	\$1,700.00	\$1,750.00	\$1,650.00	\$1,650.00
18	10	4	Per Linear Foot	\$1,800.00	\$1,820.00	\$1,840.00	\$1,840.00	\$1,900.00	\$1,920.00	\$1,840.00	\$1,840.00	\$1,800.00	\$1,820.00
18	12	4	Per Linear Foot	\$2,150.00	\$2,150.00	\$2,170.00	\$2,170.00	\$2,200.00	\$2,200.00	\$2,170.00	\$2,170.00	\$2,150.00	\$2,150.00
20	4	4	Per Linear Foot	\$1,650.00	\$1,600.00	\$1,650.00	\$1,660.00	\$1,725.00	\$1,725.00	\$1,650.00	\$1,660.00	\$1,550.00	\$1,600.00
20	5	4	Per Linear Foot	\$1,690.00	\$1,610.00	\$1,660.00	\$1,670.00	\$1,725.00	\$1,725.00	\$1,660.00	\$1,670.00	\$1,590.00	\$1,610.00
20	6	4	Per Linear Foot	\$1,620.00	\$1,620.00	\$1,700.00	\$1,720.00	\$1,770.00	\$1,770.00	\$1,700.00	\$1,720.00	\$1,620.00	\$1,620.00
20	8	4	Per Linear Foot	\$1,800.00	\$1,900.00	\$1,950.00	\$2,000.00	\$2,200.00	\$2,200.00	\$1,950.00	\$2,000.00	\$1,900.00	\$1,900.00
20	10	4	Per Linear Foot	\$2,000.00	\$2,100.00	\$2,200.00	\$2,300.00	\$2,500.00	\$2,500.00	\$2,200.00	\$2,300.00	\$2,100.00	\$2,100.00
20	12	4	Per Linear Foot	\$2,400.00	\$2,600.00	\$2,600.00	\$2,700.00	\$2,800.00	\$2,800.00	\$2,600.00	\$2,700.00	\$2,500.00	\$2,500.00

*Quantities listed on these Pricing Pages, ATT A, are approximations only. 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.

Part II - FABRICATION SOURCE. List the Precast Concrete Fabricator manufacturing the box culverts for the Contract Items on this set of Pricing Pages, ATT A submission. Reference Section 3.3.2.1 of Contract Specifications additional information regarding Approved Precast Concrete Fabricators. If a Vendor uses more than one fabricator for Contract Items being bid, Vendor must submit a separate set of Pricing Pages, ATT A, per fabrication source.

Approved Precast Concrete Fabricator Name/Address:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Corporate Services (SE), Inc. 1901 Roxborough Rd, Ste 300 Charlotte NC 28211	CONTACT NAME: Keturah Reed	
	PHONE (A/C, Ho, Ext): 704-927-7129	FAX (A/C, No):
E-MAIL ADDRESS: keturah.reed@nfp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Casualty and Surety Company		19038
INSURER B: Travelers Indemnity Company of Connecticut		25682
INSURER C: Travelers Commercial Casualty Company		40282
INSURER D:		
INSURER E:		
INSURER F:		

INSURED EASTVAUL01
 Eastern Vault Company, Inc. dba Evercast Concrete
 Dellinger Precast, Inc., Seminole Precast, LLC Eastern Vault Holdings, LLC
 494 Old Courthouse Rd.
 Princeton WV 24740

COVERAGES **CERTIFICATE NUMBER:** 1853065246 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		830-4P310353-TIA-21	1/27/2021	1/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp: \$500 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll \$1,000			810-4P538412-21-14-G	1/27/2021	1/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50			CUP-4P80619A-21-14	1/27/2021	1/27/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-5R585780-21-51-K	1/27/2021	1/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named Insured's Continued: LBC Credit Agency Services, LLC, MST Concrete Products, Inc., Precast Supply Company, Inc.
 Certificate holder has been designated as an additional insured, ATIMA, as required by written contract.

CERTIFICATE HOLDER State of West Virginia Purchasing Division Bldg 15 2019 Washington St E Charleston WV 25305	CANCELLATION 30 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Eastern Hilt Company Inc.

Authorized Signature: [Signature] Date: 9/29/2021

State of West Virginia

County of Mercer, to-wit:

Taken, subscribed, and sworn to before me this 29 day of September, 2021

My Commission expires March 26, 2023



NOTARY PUBLIC [Signature]

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Easton Vault Co Address: 494 Courthouse Rd
Princeton WV 24740

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

Signature: [Handwritten Signature]

Date Signed: 9/29/2021

Notary Verification

State of West Virginia, County of Mercer

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

Taken, sworn to and subscribed before me this 29th day of September, 21.

[Handwritten Signature]
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

REQUEST FOR QUOTATION
Precast Reinforced Concrete Box Culvert Sections

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids to establish an open-end contract to provide various sizes of Precast Reinforced Concrete Box Culvert Sections for use at locations throughout the State of West Virginia by the West Virginia Division of Highways and the West Virginia Parkways Authority, upon their request.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **"AASHTO"** – The American Association of State Highway and Transportation Officials. Reference: www.transportation.org.

 - 2.2 **"ASTM" or "ASTM International"** - an international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services. <https://www.astm.org/>

 - 2.3 **"Box Section(s)"** – Used throughout this solicitation to mean Precast Reinforced Concrete Box Culvert Sections.

 - 2.4 **"Contract Item(s)"** – Contract Items are identified in Section 3.3 of this Solicitation.

 - 2.5 **"Contractor" or "Vendor"** - Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

 - 2.6 **"Emergency Work"** – Work that is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by, at a minimum, a WVDOH District Engineer or their designee.

 - 2.7 **"F.O.B Destination" and "Free-on-Board Destination"** -- Interchangeable terms meaning a Vendor, or its designee, bears the freight charges, owns the goods while in transit, and will deliver goods to the location specified on the Delivery Order via truck/other conveyance without any expense to the purchaser.

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- 2.8** **“Liquidated Damages”** - Monetary compensation due from the Vendor in the event the Vendor's Contract Items as supplied fall short of contractual stipulation or breaches the contract. Delays in the delivery of Contract Items or supplying Items with quality failures and/or corrections needed by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted at the WVDOH Contract Administration's Specifications and Documents website, as amended:
<https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>
- 2.9** **“MCS&T”** - The WVDOH Materials Control, Soil and Testing Division, who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system.
Reference: <http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx>.
- 2.10** **“MP”** - Material Procedures, as amended, issued by the WVDOH Materials Control, Soils and Testing Division.
- 2.11** **“Pricing Pages”** - The schedule of prices attached hereto as **Attachment A (ATT A)** which will be used to evaluate the Solicitation responses.
- 2.12** **“Solicitation”** - The official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
- 2.13** **“Standard Specs”** - The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by all subsequent Supplemental Specifications.
- 2.14** **“WVDOH”** or **“Agency”**- West Virginia Division of Highways.
- 3. GENERAL REQUIREMENTS:**
- 3.1 Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Materials, equipment, and performance of this contract shall conform to, but is not limited to, the requirements of Sections 601.3.1.1, 601.12, 603.10.2, and 714.7, as amended.

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A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using the **Attachment B (ATT B) Standard Specifications Order Form**. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

West Virginia Division of Highways
Contract Administration
Building 5, Room 840
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

A free electronic copy of the Standard Specs may be obtained by sourcing:
<http://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>

3.2 Mandatory Items to be Included with The Bid: The Vendor should carefully read the entire solicitation invitation. The Vendor shall include as part of their bid response:

- Certification and Signature Page
- Addendum Acknowledgement Form
- Valid West Virginia Contractor's License, if applicable.
- Contract Manager Page
- Attachments included in solicitation package (ATT A, ATT B, etc.)
- Purchasing Affidavit (properly notarized)
- Ethics/Disclosure Form (properly notarized)
- Valid Certificate of Insurance; and,
- Any other required forms or supporting information as described herein.

Omitting any required forms, attachments, or documentation as described throughout this contract will deem a bid non-responsive and may result in the disqualification of the Vendor's bid response.

3.3 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.3.1 Box Section(s)

3.3.1.1 All Box Section(s) requested on this contract shall conform to the following manufacture requirements:

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- Standard Specs 714.7, as amended
- Materials Procedure 604.02.40, Exhibit 1 (EXH 1)
- AASHTO M259 and/or AASHTO M273
- ASTM C1577, meeting the design requirements of Table 1, except that all welded wire reinforcement and reinforcing steel bars, where allowed, shall be coated in accordance with AASHTO M 284M/M 284-09 (Epoxy Coating).
- The manufactured length of the Box Section(s) may be from four to eight feet in increments of one foot.

3.3.1.2 Box Sections must be manufactured by an approved fabricator on the WVDOT Materials Control, Soils and Testing (MCS&T) Division's Approved Fabricator List, as amended. *Approved Precast Concrete Fabricators* can be referenced at https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.

3.3.1.3 The maximum section length for delivery to a specific site shall be specified on the Delivery Order.

3.3.1.4 The Vendor shall furnish joint sealant material conforming to the requirements of AASHTO Destination M 198-10, Type B for each Box Section(s) delivered. There shall be no additional charge for the sealant material.

3.3.1.5 It is intended that the Box Section(s) may be the final roadway wearing surface for the structure. Shop Drawing should include the Box Section's load rating.

3.3.2 Shop Drawings: Upon receipt of a Delivery Order, the Vendor shall submit Shop Drawings of the Box Section(s) to the WVDOH District Engineer/Manager within twenty calendar days. Shop Drawings must be approved by the WVDOH prior to the manufacture of any Box Section(s). The Vendor shall provide the Agency with a Professional Engineer's stamped box culvert design.

3.3.3 Acceptance Plan: Upon the WVDOH's inspection of the manufactured Box Section(s), while still in the possession of the Vendor, the WVDOH reserves the right to accept or reject the Box Section(s).

3.3.3.1 Testing and acceptance, in accordance with the requirement of the Standard Specs 2019 Supplemental Specifications Section 714.7 and ASTM C1577, shall be required of all Box Section(s) prior to delivery.

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3.3.3.2 Cracks may develop in a Box Section(s). A crack may be cause for rejection of the Box Section(s); however, cracks that are not detrimental to the structural integrity of the Box Section(s), as determined by the WVDOH, may be accepted under the following conditions as treated and repaired by the Vendor or manufacturer while still in the Vendor's possession:

- a) The Vendor shall treat cracks of 0.004 inch or less with a second coat of a WVDOH approved concrete sealer.
- b) The Vendor shall treat cracks of greater than 0.004 inch with a WVDOH approved epoxy injection method.

Any concrete sealer or epoxy injection required for acceptance by the WVDOH shall be performed, by the Vendor, while still in the Vendor's possession, at no additional cost to the WVDOH.

3.3.4 Emergency Work: Emergency work as ordered by WVDOH District Engineer or their designee is work that shall be initiated within forty-eight (48) hours from when the Delivery Order is received by the vendor. The determination of emergency work will be in accordance with Section 2.6 of this Solicitation and prominently noted on Delivery Order. Designated emergency projects will be paid at 1.50 times the vendors bid price.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. Vendors who have met the required specifications will be awarded a contract for those items for which their bid is low, per District.
- 4.2 Pricing Pages, Attachment A (ATT A):** Vendor should complete the Pricing Pages by providing a bid price for any or all Contract Items/sizes of Box Sections listed on the Pricing Pages (ATT A). Vendors may bid on any or all Districts. Bid Price is per linear foot. Vendor should complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

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Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov .

- 4.3 Contract Award Transition:** Upon the award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any Delivery Order issued prior to the award of the contract shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts and Vendors notice, any Delivery Order that has not been completely filled by the Vendors shall NOT be completed, and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Orders from prior contracts should be held open by the Districts or the Vendors longer than ten (10) working days after the effective date of use is announced for the new contract.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

- 4.4 Cooperative Contracting:** The purchase prices on all Contract Items on this contract, available for the WVDOH and by the West Virginia Parkways Authority, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.
- 4.5 Price Adjustments:** WVDOH will allow for the price adjustment of Contract Items when WVDOH determines it is necessary. Fluctuations in the cost of materials and services over the life of a contract are to be expected and not all fluctuations warrant a contract price adjustment. It is at the sole discretion of the WVDOH Operations Division to determine if a price adjustment is warranted, and to determine the rate of such price adjustment.
- 4.5.1** Price adjustments may be considered after the contract has been awarded and in effect for one year and may be reconsidered at one-year intervals throughout the duration of this contract, including renewals.
- 4.5.2** Vendor shall provide the WVDOH Operations Division with all documentation regarding price fluctuations, **documenting price increases**

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and price decreases, which impact the Vendors cost to provide Contract Items.

- 4.5.3 Price adjustment documentation could include, but is not limited to:
- Manufacturer/Supplier provided notices of price changes/shortages.
 - Industry standard indexes documenting the rate at the time of bid and the rate at the time of price adjustment review.
 - Manufacturer/Supplier invoices from the time of the bid and at the time of price adjustment review.
- 4.5.4 Vendor documentation for price adjustments shall be submitted to DOHOperationsProcurement@wv.gov for review.
- 4.5.5 Price Adjustments shall be applied equally to all Vendors on multiple-Vendor awarded contracts.
- 4.5.6 Price adjustments shall be made official by Change Order, and adjusted pricing will not take effect until the effective date of such Change Order. Price adjustments are not retroactive.

5. **DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor for individual projects, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects. A written Delivery Order will be issued to the Vendor with the lowest overall total cost.

WVDOH reserves the right to request any one or combination of items for which bids are awarded at the lowest overall total as set forth in this section.

6. **ORDERING AND PAYMENT:**

- 6.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it should include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

Product shall only be manufactured and delivered according to the directions provided on the Delivery Order.

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- 6.2 Delivery Order:** WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need and location information of the work to be completed per Contract Items, as well as the delivery date(s). Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. **Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order.**
- 6.3 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH Delivery Order, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the Delivery Order and shall provide Shop Drawings as described in Section 3.3.2 within twenty (20) days, upon delivery order receipt. As verification of receipt, Vendor must provide written acknowledgement of any Delivery Orders and any Revisions/Modifications thereto sent by WVDOH. **Failure to provide the WVDOH with written acknowledgement of any Delivery Orders/Revisions within five (s) calendar days of the Order being sent shall be considered refusal of the Delivery Order.**
- In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.
- 6.4 Payment:** Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.
- 6.4.1 Payment of Approved Box Section(s) for Materials Delivered, but Not in Place:** Upon completion of the manufacture of a Box Section(s) and the inspection and approval by the WVDOH, the Vendor may invoice the WVDOH for the cost of the Box Section(s). Payment for Box Section(s) shall be subject to the following conditions:

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6.4.1.1 Payment: The Vendor must request payment and furnish an official invoice for the manufactured, inspected and approved Box Section(s) to the WVDOH District identified on the Delivery Order.

6.4.1.2 Delivery: Upon acceptance of delivery (per Section 8 of the contract specifications) of an approved Box Section(s) purchased from this contract, the Vendor is released from the liquidated damages provision set forth herein for the Contract Items requested on the Delivery Order.

7. STORAGE, RIGHT-OF-ENTRY and OWNERSHIP:

7.1 Storage: The Vendor shall furnish a statement of approved Box Section(s) condition and exact storage location. The Vendor shall assume all responsibility to maintain the Box Section(s) in the condition as approved by the WVDOH while in storage at the Vendor's facility awaiting delivery.

7.2 Right-of Entry: The Vendor shall furnish a legal right-of-entry onto the storage site to the WVDOH's employees and/or agents for inspection, sampling, testing and removing any or all Box Section(s).

7.3 Certification of Ownership: The Vendor shall certify that the stored Box Section(s) are suitably marked and identified as property of the WVDOH and will not be sold or used for any purpose not designated by the WVDOH.

8. DELIVERY AND RETURN:

8.1 Delivery Time: Vendor shall deliver standard orders within ninety (90) calendar days after the Vendor's receipt of the WVDOH's approval of submitted shop drawings. Vendor shall deliver emergency orders within an agreed upon delivery date between the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the agreed schedule and shall not hold orders until a minimum delivery quantity is met.

The WVDOH may require that a minimum linear feet of Box Section(s) be delivered to a designated job site in a single calendar day. When a Delivery Order is sent to the Vendor with a minimum daily delivery requirement, the Vendor must notify the WVDOH District Engineer/Manager within ten calendar days if the required delivery cannot be accomplished.

8.2 Delivery Site: Site for delivery of Box Section(s) shall be accessible to

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equipment that is normally and customarily used for the transporting of Box Section(s). Upon receipt of a Delivery Order, the Vendor must notify the WVDOH District Engineer/Manager within ten calendar days if delivery under the terms of this contract cannot be performed due to weight restriction or roadway geometric.

- 8.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages, as per Section 9.

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

- 8.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 8.5 Project Acceptance Criteria:** The WVDOH District Engineer or their designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH District Engineer or their designee not performed in accordance with these contract Specifications and the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the WVDOH District Engineer or their designee. Under no circumstance shall the Vendor's deficiency corrections exceed twenty (20) calendar days unless otherwise declared in writing by the WVDOH District Engineer or their designee and may be subject to Liquidated Damages as per Section 9 of these Contract Specifications.
- 8.6 Return of Unacceptable Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract

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Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

9. PERFORMANCE BOND AND LIQUIDATED DAMAGES

- 9.1 Performance Bond:** Prior to Contract Award, Vendor must acquire and provide evidence of a Performance Bond, as described in Section 7 of the General Terms and Conditions.

Upon expiration of this contract and delivery acceptance of ordered Box Section(s), the Vendor is released from the bonding and liquidated damages provision set forth herein.

- 9.2 Liquidated Damages:** If the Vendor's work completion or corrections of deficient work exceeds the Delivery Order completion due date/timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice.

In accordance with this Section, the contract's Terms and Conditions, and the Standard Specs Section 108.7, as amended, the WVDOH shall assess liquidated damages against the Vendor, and shall calculate liquidated damages, per project, beginning on day one after the ninety (90) day calendar day time frame for delivery as set forth in Section 8.1. The amount of daily charges will be payable by the Vendor, and if not paid by the Vendor, assessed against the Performance Bond required by General Terms and Conditions, Section 7, Performance Bond, not as a penalty, but as liquidated damages according to Section 108.7.1 of the Standard Specs.

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Upon acceptance of delivery of an approved Box Section(s) purchased from this contract, the Vendor is released from the liquidated damages provision set forth herein for the Contract Items requested on the Delivery Order.

10. VENDOR DEFAULT:

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

10.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

10.1.2 Failure to comply with other specifications and requirements contained herein.

10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to Agency upon default.

10.2.1 Immediate cancellation of the Contract.

10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

11.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 11.3 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. **Failure to supply such reports may be grounds for cancellation of this Contract.**
- 11.4 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: Joel Nowlin
Telephone Number: 304-425-8955
Fax Number: 304-425-1171
Email Address: nowlin@caten.vault.net

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.