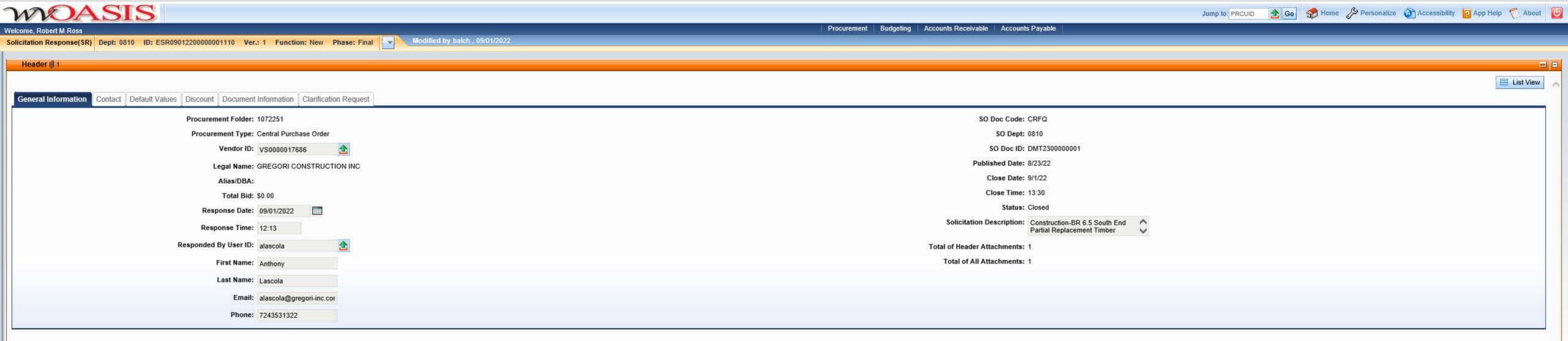


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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





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

State of West Virginia Solicitation Response

Proc Folder: 1072251

Solicitation Description: Construction-BR 6.5 South End Partial Replacement Timber

Proc Type: Central Purchase Order

 Solicitation Closes
 Solicitation Response
 Version

 2022-09-01 13:30
 SR 0810 ESR09012200000001110
 1

VENDOR

VS0000017686

GREGORI CONSTRUCTION INC

Solicitation Number: CRFQ 0810 DMT2300000001

Total Bid: 0 Response Date: 2022-09-01 Response Time: 12:13:28

Comments:

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067 david.h.pauline@wv.gov

Vendor Signature X

FEIN# DATE

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

 Date Printed:
 Sep 1, 2022
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Replacement of Bridge 6.5 - South End	0.00000	EA	1779693.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141603				

Commodity Line Comments:

Extended Description:

Replacement of BR 6.5 - South End



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

 Proc Folder:
 1072251
 Reason for Modification:

 Doc Description:
 Construction-BR 6.5 South End Partial Replacement Timber

 Proc Type:
 Central Purchase Order

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2022-07-18
 2022-08-18
 13:30
 CRFQ
 0810
 DMT2300000001
 1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON WV 25305

บร

VENDOR

Vendor Customer Code:

Vendor Name : Gregori Construction Inc.

Address: P.O. Box 121

Street: 736 EKastown Road

City: Sarver

State: Pa Country: USA Zip: 16055

Principal Contact: Chris Serafine

Vendor Contact Phone: 724-353-1322, Extension: \\3

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

david.h.pauline@wv.gov

Vendor Signature X

Date Printed: Jul 18, 2022

Inature X FEIN# 23-293863

DATE 8/24/2022

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

Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

Construction:

The WV Purchasing Division is soliciting bids on behalf of the WV State Rail Authority to establish a contract to provide all labor, material, tools, equipment, supplies and supervision necessary to complete the partial replacement of timber members on the south end of the BR 6.5. per the attached specifications.

Mandatory pre-bid meeting will be held on 08/09/2022 at 10:30 am at the SBVR Conference Room at 120 Water Plant Drive, Moorefield, WV 26836.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replacement of Bridge 6.5 - South End	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
72141603				

Extended Description:

Replacement of BR 6.5 - South End

SCHEDULE OF EVENTS

Line	<u>Event</u>	Event Date
1	Mandatory Pre-Bid Meeting at 10:30 am est.	2022-08-09
2	Vendor Technical Questions Due By 11:00 am est.	2022-08-12

Date Printed: Jul 18, 2022 FORM ID: WV-PRC-CRFQ-002 2020/05

	Document Phase	Document Description	Page 3
DMT2300000001	Draft	Construction-BR 6.5 South End Partial Replacement Timber	

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	e:
SBVR Conference Room 120 Water Plant Drive Moorefield, WV 26836	

August 9, 2022 @ 10:30

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 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 emails should have the solicitation number in the subject line.

Ouestion Submission Deadline:

August 12, 2022 at 11:00 am est.

Submit Questions to: David Pauline, Senior Buyer

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970

Email: David.H.Pauline@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. 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 N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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: August 18, 2022 at 1:30 pm est.

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

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

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

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

- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and 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: 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: 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, womenowned, 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. 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.
- 23. EMAIL 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.
- **24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and
Encumbrance clerk (or another page identified as), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.
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:
the contract will continue for years;

the contract may be renev	ved for	successive	_
		o not exceed the total number of	of
		atic renewal of this Contract is	
prohibited. Renewals must be	approved by the Ven	dor, Agency, Purchasing Divis	ion
and Attorney General's Office			
•	`		
One-Time Purchase: The term Document until all of the goods co Contract extend for more than one f	ntracted for have bee		
Construction/Project Oversigl			
date listed on the first page of this			
cover page containing the signatu		-	
	(or another	page identified	as
vendor is providing oversight is con), and continu	ues until the project for which	in the
vendor is providing oversight is con	npiete.		
Othor Contract Torm enacified	l in		
Other: Contract Term specified	ı III		
4. AUTHORITY TO PROCEED the date of encumbrance listed on the "Fixed Period Contract" or "Fixed Period Contract" or "Fixed Period Contract checked, Vendor must not begin work. The notice to proceed will then be inconfficial date that work commenced.	front page of the Award riod Contract with Rene ct" or "Fixed Period Co t until it receives a sepan	d Document unless either the box is ewals" has been checked in Section ontract with Renewals" has been rate notice to proceed from the Sta	for n 3 ate.
5. QUANTITIES: The quantities with the category that has been iden	required under this Co ntified as applicable to	ontract shall be determined in act this Contract below.	ccordance
Open End Contract: Quantitie approximations only, based on estimate that the Contract shall cover the quantitie Contract, whether more or less than	mates supplied by the antities actually order	Agency. It is understood and a red for delivery during the term	
Service: The scope of the service specifications included herewith.	ee to be provided will	be more clearly defined in the	
✓ Combined Service and Goods: provided will be more clearly define	-		e
One-Time Purchase: This Con are identified in the specifications in no additional goods may be procur order approved by the Vendor, Age office.	included herewith. On ed under this Contrac	ice those items have been delive t without an appropriate change	ered,

- 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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:
- ☑ 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 Section of the General Terms and Conditions entitled Licensing, the apparent shall furnish proof of the following licenses, certifications, and/or permits up form acceptable to the State. The request may be prior to or after contract a sole discretion.	successful Vendo on request and in a

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 that insurance requirement is listed in this section.

Vendor must maintain:	
✓ Commercial General Liability Insurance in at least an amount of: \$1,000,000 occurrence.	or more per
Automobile Liability Insurance in at least an amount of: \$1,000,000 or more occurrence.	_per
Professional/Malpractice/Errors and Omission Insurance in at least an amo per occurrence. Notwithstanding the forgoing, Vendor's at to list the State as an additional insured for this type of policy.	unt of: re not required
Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence.	
Cyber Liability Insurance in an amount of:occurrence.	_ per
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.	
*******Certificate Holder to Read: WV State Rail Authority 120 Water Plant Rd Moorefield, WV 26836	

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: 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)	for	every calendar day beyond three-hundred sixty-five (365) days	<u></u>
Liquidated Damages Contained in	the	e Specifications.	
☐ Liquidated Damages Are Not Inc	lude	ed in this Contract.	

- 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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
- 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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 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 regarding 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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.
- **38. 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.
- 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

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

via email at purchasing.division@wv.gov.

- 41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
 - c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. 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
 - 2. 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.
- 42. 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 Revised 07/01/2022

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.

- 43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.
- **44. 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.
- **45. VOID CONTRACT CLAUSES** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- **46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

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) Postaccident; 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 Revised 07/01/2022

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		
wa	ge rates.		
V	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: Gregori Construction Inc.			
Check this box if no subcontractors will perfo project.	rm more than \$25,000.00 of work to complete the		
Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.		
Amtrac Rail road Contractors of Maryland	WV020362		
Road Safe Traffic Systems Rembco Geotechnical Contractors, Inc.	WV035684		
Rembco Geotechnical Contractors, Inc.	WV038753		

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.

(Name, Title) Brident
(Printed Name and Title) Brian L. Curry, Vice President
(Address) P.O. Box 121, 736 Ekastown Road, Sarver, Pa 16055
(Phone Number) / (Fax Number) 724-353-1322 / 724-353-2486
(email address) beary@gregori-inc.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Gregori Construction Inc.	
(Company) = {. Shift	President
(Authorized Signature) (Representative Name, Title)	
Lance Shreffler, President, 8/24/2022	
(Printed Name and Title of Authorized Representative) (Date)	
724-353-1322 724-353-2486	
(Phone Number) (Fax Number)	
Lances@gregori-inc.com	
(Email Address)	

REQUEST FOR QUOTATION CRFQ DMT23*01 Partial Replacement of South End 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 Division of Multimodal Transportation Facilities to establish a contract for the following:

Partial replacement of timber members on south end of 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 south end 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:

REQUEST FOR QUOTATION CRFQ DMT23*01 Partial Replacement of South End of BR 6.5 on SBVR

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 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

4.2. Contractor must have had experience with replacing bridge timbers.

to contract award.

- **4.3.** Contractor must have had experience in installing bridge concreter 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.

REQUEST FOR QUOTATION CRFQ DMT23*01 Partial Replacement of South End of BR 6.5 on SBVR

- 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.
- 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 cannot 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.

REQUEST FOR QUOTATION CRFQ DMT23*01

Partial Replacement of South End of BR 6.5 on SBVR

- 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 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: Brian Curry

Telephone Number: 724-353-1322

Fax Number: 724-353-2486

Email Address: bcurry@gregori-inc.com

REQUEST FOR QUOTATION South End Replacement BR 6.5 on the South Branch Valley Railroad

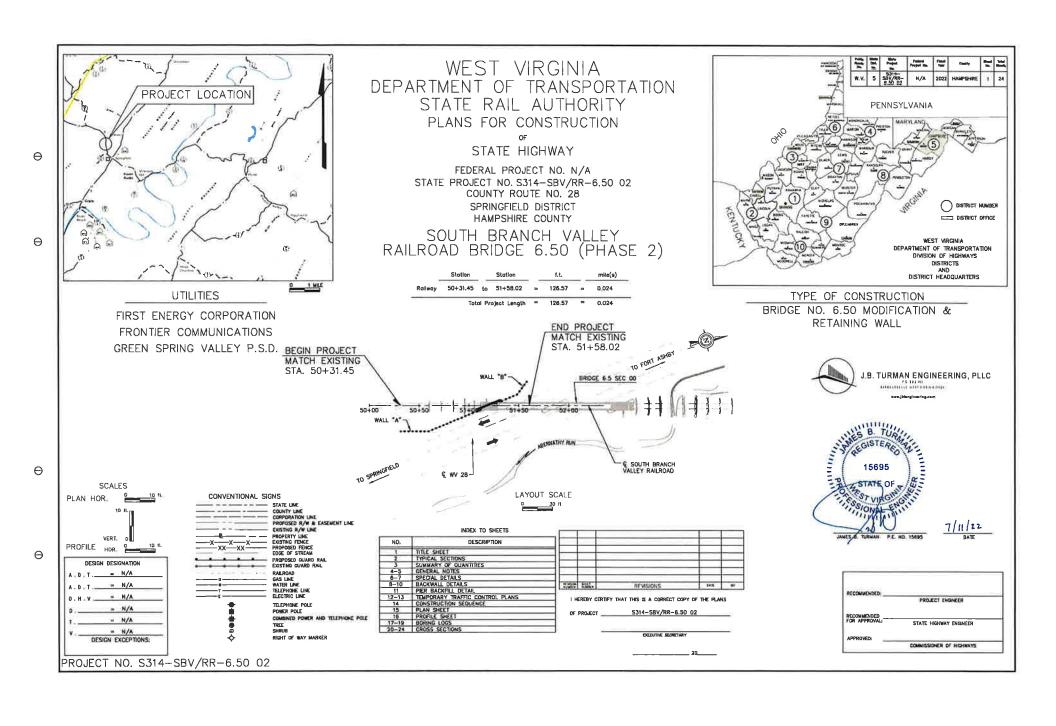
EXHIBIT B – PROJECT PLANS

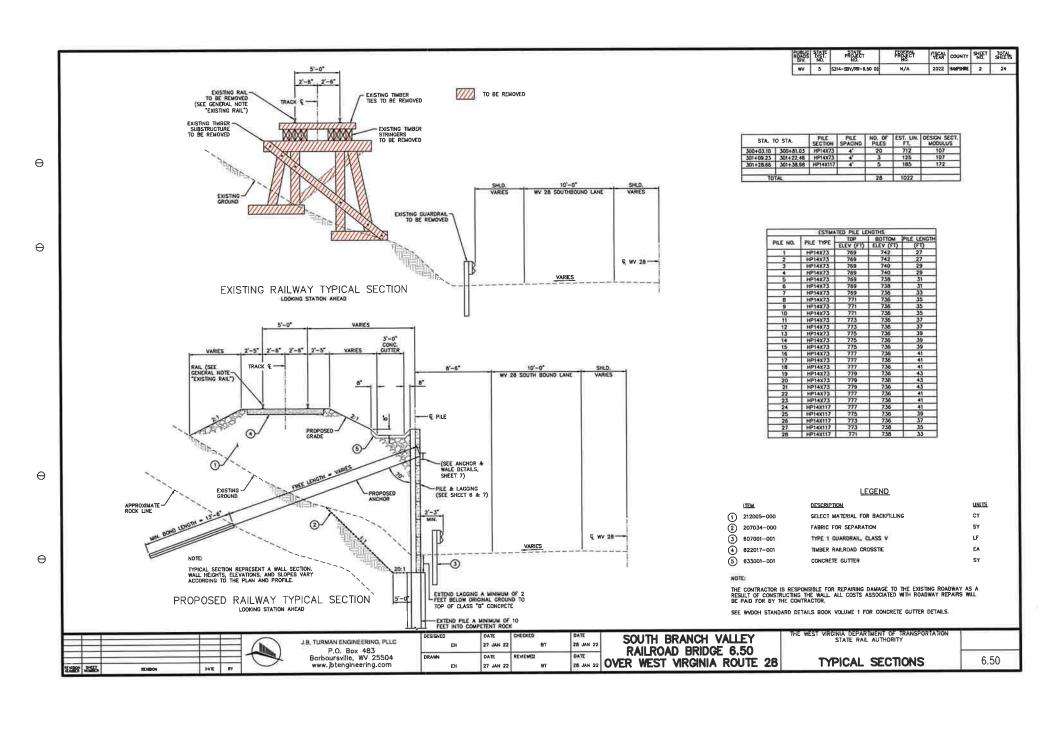
1. GENERAL REQUIREMENTS:

- **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 Material Specifications

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





ROADS DIV.	STATE	PROSET	FREEZO.	TECH	COUNTY	SHIET	SHEETS
wv	5	5314-58V/RR-6.50 02	N/A	2022	HAPPIRE	3	24

ABBREVIATIONS:

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ATIONS:

- AMERICAN ASSOCIATION OF STATE HIGHWAY TRANSPORTATION OFFICIALS
- ABUTMENT
- AMERICAN PALIWAY ENGINERING AND
- AMERICAN PALIWAY ENGINERING AND
- BELARING
- CLEAR
- CUBIC YARD
- DIAMETER
- EACH
- EACH FACE
- ELEVATION
- EDGE OF MATER
- EQUAL
- FOTTING
- MINISTER
- FOTTING
- MINISTER
- FOR SQUARE INCH
- POUND
- LINEAR FOOT
- LUMP SUM
- MINISTER
- ORDINARY HIGH WATER
- POUND PER SQUARE INCH
- RADIUS
- REQUIRED
- SQUARE
- STATION
- TOP AGES
- STATION
- TOP BOTTOM
- TOP BOTTOM
- TYPICAL AASHTO

ABUT AREMA

ITEM 607006-001, "THRIE BEAM GUARDRAIL BRIDGE TRANSITION" IS USED FOR QUANTEYING THE GUARDRAIL - PIER TRANSITION ON EITHER SIDE OF THE EXISTING BRIDGE PIER, NOTE:

ITEM	ALT	DESCRIPTION	UNIT	QUANTITY
	112	ROADWAY ITEMS		
01001-000		CLEARING AND GRUBBING	LS	1
04001-000		MOBILIZATION	LS	1
207001-001		UNCLASSIFIED EXCAVATION	CY	223
07034-000		FABRIC FOR SEPERATION	SY	225
501037-001		DOWEL HOLE, 1'-9" MINIMUM DEPTH WITH EPOXY ADHESIVE	EA	86
507001-001	-	TYPE 1 GUARDRAIL, CLASS V	LF.	137.5
07006-001		THRIE BEAM GUARDRAIL BRIDGE TRANSITION	EA	2
314001-016	-	HP14X73 STEEL PILE	L.	837
614001-019	-	HP14X117 STEEL PILE	UF	185
614003001		CONCRETE LAGGING, 8" THICKNESS	SF	1720
633001-001		CONCRETE GUTTER	SY	29
36007001		ERADICATION OF PAVEMENT MARKING	LF	24
636007001	-	TRAFFIC CONTROL DEVICE	UN	4,240
	_	PROJECT TRAFFIC CONTROL DEVICE CLEANING	EA	1
36012-010	_		EA	40
636013001	-	INDIVIDUAL TRAFFIC CONTROL DEVICE CLEANING	HR	200
636014-001	_	FLAGGER	LF	360
536017-005	-	TEMPORARY BARRIER, TL-3, I		254
536022-001	_	CHANGEABLE MESSAGE SIGN	DAY	8
536023-001		TEMPORARY TRAFFIC SIGNAL, 01		
36023-002	_	TEMPORARY TRAFFIC SIGNAL, 02	MO	8 4 600
636025-001	-	WARNING LIGHTS, TYPE 8	DAY	1,620
639001-001		CONSTRUCTION LAYOUT STAKE	LS	1
640003-001	+	BUILDING EQUIPMENT	LS	1
640006-001		SMALL FIELD OFFICE	МО	8
642012-001	-	SILT FENCE	LF	300
645001-001		PRIMARY REINFORCEMENT, 2400 LB/FT	SY	1170
U-10001 U01		PRIMARY RELIVENCEMENT, 2-00 ES/11		
652001-001		AGRICULTURAL LIMESTONE	TN	1,50
652002-001		FERTILIZER, 10-20-10	TN	0.50
552002-002		FERTILIZER, UREA FORMALDEHYDE	I TN	0.15
652003001		SEED MIXTURE B, C-1, OR C-2	LB	67
652004-001	-	STRAW OR HAY MULCH	TN	2.00
663005-011		STOP LINE, TYPE V - 24 IN	UF	24
203001-000		STRUCTURAL ITEMS DISMANTLING STRUCTURE	LS	1
212005~000		SELECT MATERIAL FOR BACKFILLING	CY	860
212010-003		SHORING	LS	1
601002-001		CLASS B CONCRETE	CY	15
602002-001		EPOXY COATED REINFORCING STEEL BAR	LB	2,595
622017-001	_	TIMBER RAILROAD CROSSTIE	EA	82
628001-001		DRILLED HOLE, 4.5° DIAMETER	LF	22
628002-001	-	PRESSURE INJECTED GROUT	CF	32
528007-001		ROCK ANCHORS, INSTALLED	EA	16
528007-002	_	ROCK ANCHOR PERFORMANCE TEST	EA	2

Dan'	NEL.	REVISION	DATE	BY	
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J.B. TURMAN ENGINEERING, PLLC
P.O. Box 483 Barboursville, WV 25504 www.jbtengineering.com

DESIGNED	DATE	CHECKED	DATE
터	27 JAN 22	ВТ	28 JAN 22
DRAWN	DATE	REVIEWED	DATE
BH	27 JAN 22	ВТ	28 JAN 22

SC	NTH E	BRANCH \	/ALLEY	
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6.50

GENERAL NOTES

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

DESIGN UNIT STRESSES:

MATERIAL DESIGNATIONS:

CONCRETE: $f_{C} = 3.000 \text{ PSI}$ CLASS 'B'

REINFORCING STEEL:
AASHTO M31 GRADE 60 fy = 60,000 PSi

CONCRETE:

THE BACKWALL CONCRETE SHALL BE CLASS B CONCRETE. CONCRETE SHALL BE CURED IN ACCORDANCE WITH SECTION THE STANDARD SPECIFICATIONS, EXCEPT THAT A SEVEN DAY WET CIPE STALL BE REQUIRED. "THE CONTRACTOR IS PROHIBITED FROM REDUCING THE CURRING TIME AS OUTLINED IN SECTION 801.12.1 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL BE FERMITTED 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 %" BY %" ON SUPERSTRUCTURE AND 1" BY 1" ON SUBSTRUCTURE UNLESS OTHERWISE

REINFORCING STEEL BARS:

EMBEDMENT DIMENSIONS FOR REINFORCING ARE CLEAR DIMENSIONS UNLESS OTHERWISE SHOWN OR NOTED, BAR SPACING IS GIVEN TO CENTERLING 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 37, UNLESS OTHERWISE SHOWN ON THE DRAWINGS, COST OF REINFORCING STEEL BARS SHALL BE INCLUDED UNDER ITEM 602002-001.

STRUCTURAL FASTENERS:

ANCHOR BOLTS SHALL MEET THE REQUIREMENTS OF AASHTO M314 GRADE 105, NUTS SHALL MEET THE REQUIREMENTS OF AASHTO M291. WASHERS SHALL MEET THE REQUIREMENTS OF AASHTO M293. ANCHOR BOLTS, NUTS AND WASHERS SHALL BE HOT DIPPED GALVANIZED ACCORDING TO AASHTO M292. THE APPLICATION OF GALVANIZNO SHALL BE 20

ALL BOLTS, SPIKES, ANCHORS, NUTS, WASHERS AND BRACKETS USED ON THIS PROJECT SHALL BE PAID INCIDENTAL TO ITEM 622017-001, TIMBER RAILROAD CROSSTIE.

DISMANTLING STRUCTURES:

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 OR ANY PART OF THE REMAINING RAILROAD RIGHDEC COMPLIANCE WITH ALL FEDERAL AND STATE GUIDELINES IS THE RESPONSIBILITY OF THE CONTRACTOR AND 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 DEMOUTION PLAN SHALL BE SUBMITTED TO THE PROJECT MANAGER FOR APPROVAL. IT IS ASSUMED THAT THE EXISTING TIMBER STRUCTURE IS COATED IN CRESOSITE AND SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL WEST KIRGING STATE OR LOCAL WASTE MANAGEMENT PRACTICES. ALL COST FOR DELIVERY AND DISPOSAL OF THE DISMANTLED BRIDGE ARE DISPOSAL OF THE DISMANTLED BRIDGE ARE INCIDENTAL TO ITEM 203001-000, DISMANTLING STRUCTURES.

PROTECTION OF CONCRETE BACKWALL:

PRIOR TO BACKFILLING BEHIND THE BACKWALL, THE CONTRACTOR SHALL CDAT ALL EXPOSED AREAS OF THE BACKWALL 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 THE BACKWALL 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 EMBINEER.

INCLUDE THE COST OF SILANE COATING, PROTECTING, CLEANING, AND RE-COATING SUBSTRUCTURE UNITS IN ITEM 501002-001, 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, THE CONTRACTOR HAS THE OPTION OF REUSING THE EXISTING RAIL, THIS WORK SHALL BE BID INCIDENTAL TO ITEM 622017-001, TIMBER RAILROAD CROSSTIE

ALL NEW TIMBER CROSSTIES USED TO REPLACE THE NEW SECTION OF TRACK SHALL BE MANUFACTURED, INSTALLED AND SPACED IN ACCORDANCE WITH CHAPTER 30 OF THE AREMA MANUAL FOR RAILWAY ENGINEERING,

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.

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 HICHMAYS STANDARD SPECIFICATIONS, ROADS AND BRIDGES ADOPTED VEAR 2017, AS AMENDED BY THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HICHMAYS, SUPPLEMENTAL SPECIFICATIONS, DATED JAMUARY 1, 2022, "THE CONTRACT DOCUMENTS, AND THE CONTRACT PLANS ARE THE GOVERNING PROVISIONS APPLICABLE TO THIS

THE RETAINING WALL DESIGN IS IN ACCORDANCE WITH AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS 9TH EDITION. 2020

STANDARD DETAILS:

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, STANDARD DETAILS BOOK, VOLUME I. THE WEST VIKIGINA DEPARTMENT OF TRANSPORTATION, DIMBIN OF THOMBALS, STANDARD SEALS SECTION OF THE DATE MAY, 2016 & VOLUME II, DATED JANAY, 2016 & VOLUME II, DATED JANAY OLUME III, DATED JANAY OLUME II, DATED JANAY OLUME http://www.transportation.wv.gov/highways/engineering/Pages/publications.aspx

DRAINAGE:

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ALL CULVERTS, INLETS AND OTHER DRAINAGE ITEMS ON THIS PROJECT HAVE BEEN LOCATED AS AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING THE EXACT LOCATION AND ELEVATION OF ALL DRAINAGE ITEMS AND, AFTER REVIEW AND APPROVAL BY THE ENGINEER, MAKE ANY NECESSARY ADJUSTMENTS IN THE FIELD TO INSURE PROPER DRAINAGE.

UTILITIES:

THE LOCATIONS OF ALL KNOWN UTILITIES ARE SHOWN ON THE CONTRACT PLANS BASED ON THE BEST AVAILABLE INFORMATION FROM EXISTING PLANS AND FIELD INFORMATION. THE CONTRACTOR SHALL CALL MISS-UTILITY PLUS ANY UTILITY COMPANIES NOT COVERED BY MISS-UTILITY, AND HAVE ALL EXISTING UTILITIES FIELD LOCATED BY THE OWNER OR OWNER REPRESENTATIVE PRIOR TO CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASSETTANT THE STATUS AND LOCATION OF EACH UTILITY WHEN PERFORMING WORK WHICH MAY AFFECT THESE FACILITIES, INCLUDING PROBING, EXCAVATION, OR ANY OTHER PRECAUTION REQUIRED TO RESEARCH IN SERVICE, THE CONTRACTOR SHALL AND AND ANY OTHER PRECAUTION ARE TO REMAIN IN SERVICE, THE CONTRACTOR SHALL SESTIMATION OF THE AFFECTED UTILITY AND LEDD ALL POSSIBLE ASSISTANCE IN RESTORING SERVICE. THE CONTRACTOR SHALL ASSUME ALL COSTS ASSOCIATED WITH THE REPAIR AND INTERRUPTION OF SUCH SERVICE.

VERIFICATION OF DIMENSIONS:

THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL PLAN AND ELEVATION DIMENSIONS PRIOR TO ORDERING MATERIALS FOR THE CONSTRUCTION OF THE VARIOUS BID ITEMS ON THIS PROJECT. THE CONTRACTOR IS TO REPORT ANY DEVALORDS TO THE ENGINEER PRIOR TO COMMENCEMENT OF WORK.

FERTILIZER, SEEDING AND MULCHING:

ALL DISTURBED SOIL AREAS ARE TO BE SEEDED, MULCHED AND FERTILIZED. MATERIALS AND WORK SHALL BE AS ALL USINGED BY SECTIONS 622 & 652 OF THE STANDARD SPECIFICATIONS. TESTING WILL NOT BE REQUIRED ON THOSE ITEMS WHEN PURCHASED FROM A REPUTABLE DEALER.

WORKING HOURS:

THE CONTRACTOR SHALL BE PROHIBITED FROM WORKING WITHIN 600 FEET OF ANY RESIDENCE BETWEEN THE HOURS OF 10:00 PM AND 6:00 AM. ALL CONSTRUCTION EQUIPMENT POWERED BY AN INTERNAL COMBUSTION ENGINE SHALL BE EQUIPPED WITH A PROPERLY MAINTAINED MUFFLER. THE CONTRACTOR IS ALSO PROHIBITED FROM WORKING THE LAST WEEKEND OF EACH MONTH TO AVOID "EACLE GREEN SPRING RUN".

WATER QUALITY:

THE CONTRACTOR WILL BE RESPONSIBLE FOR WATER QUALITY THROUGHOUT THE DURATION OF THE CONSTRUCTION. THE PROJECT ENGINEER WILL WORK CLOSELY WITH THE PROJECT SUPERINTENDENT. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE FOLLOWING:

- DEVELOPING AND IMPLEMENTING AN EFFECTIVE EROSION CONTROL PLAN.
 DIRECTING THE CONSTRUCTION, OFERATION AND DISMANTLING OF TEMPORARY EROSION CONTROL FEATURES.
 IMPLEMENTING REMEDIAL ACTION REQUIRED TO REPAIR FAILING EROSION AND SEDIMENTATION CONTROL FEATURES.
- 5. IMPLEMENTING TERMEDIAL ACTION REQUIRED TO REPAIR PAINS EXCISION AND SEDMENTATION CONTROL FEATURE

 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 PERMIT STORM RUNOFF WITH MINIMAL EROSION.

 6. EROSION CONTROL FEATURES INSTALLED BY THE CONTRACTOR WILL BE OPERATED AND MAINTAINED IN AN
- ACCEPTABLE CONDITION

STRUCTURAL STEEL:

AASHTO M270, GRADE 50, FY = 50,000 PSI (STEEL PILING & WALE)

DESIGN:

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

TARK WEEK DATE REVISION

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

AT 28 JAN 22 DATE REVIEWED DATE EH 27 JAN 2

SOUTH BRANCH VALLEY RAILROAD BRIDGE 6.50 28 JAN 22 OVER WEST VIRGINIA ROUTE 28

GENERAL NOTES (SHEET 1 OF 2)

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

PROJECT

WV 5 5314-58V/RR-6.50 02

FISCAL COUNTY SHEET

2022 HAPPIE

N/A

TOTAL

6.50

GENERAL NOTES

PROJET THE COUNTY SHEET NO. TOTAL SHEETS 2022 N/A WV 5 5316-58V/RR-6.50 03

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 UPSTATION OF THE BEGIN PROJECT TO ENSURE A CONTINUOUS GRADE ALONG THE NEW RAIL AS IT TIES INTO THE EXISTING RAIL LINE. THIS WORK WILL BE BID INCIDENTAL TO ITEM B39001-001, CONSTRUCTION LAYOUT STAKE, THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING STABILITY OF ROADWAY AND RAILWAY SLOPES

SHOP DRAWINGS:

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

SPECIAL PROVISIONS:

THE FOLLOWING IS A LIST OF SPECIAL PROVISIONS: (SP) SECTION 645 REINFORCED SOIL SLOPE (SP) SECTION 628 ROCK ANCHORS

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

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 ENDRIER, SUCH WORK SHALL BE PERFORMED BY THE CONTROLOR AT THEIR OWN EXPENSE.

ELEVATIONS:

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

COORDINATES:

COORDINATES SHOWN ON THESE PLANS ARE WEST WIRGINIA NORTH STATE PLANE COORDINATES NAD 83. GRID 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

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

PAVEMENT MARKING NOTES:

- EDGE LINES SHALL BE CENTERED 6" FROM THE EDGE OF THE PAVEMENT.
 ALL MARKINGS SHALL BE CONTRIBUOUS AND CONSISTENT WITH EXISTING MARKINGS WHERE THEY JOIN.
 NO MARKINGS SHALL BE PLACED ON EXPANSION JOINTS OR STRUCTURES OR ON LONGITUDINAL CONSTRUCTION JOINTS UNLESS SO DIRECTED BY THE ENGINEER.

PILES SHALL BE PLACED IN PRE-DRILLED HOLES AND BACKFILLED WITH CONCRETE TO THE ESTIMATED BOTTOM OF LAGGING ELEVATION, AS SHOWN ON PLANS

ALL COST FOR LAYING OUT THE PILING WALL, INCLUDING SURVEYING, CONCRETE BACKFILL AND FLUSH CUTTING AT FINAL TOP ELEVATION SHALL BE INCIDENTAL TO THE 814 PILING ITEMS.

ALL PILING SHALL CONFORM TO AASHTO M270, GRADE 50, MINIMUM, NEW STOCK MATERIAL MAY BE USED FOR STEEL PILES PROVIDED THAT EACH PIECE CAN BE IDENTIFIED BY HEAT INJURIER AND PROVIDED THAT CERTIFIED MILL TEST REPORTS ARE FURNISHED TO THE DIVISION INDICATING THAT THE MATERIAL CONFORMS TO THE SPECIFICATIONS.

PILES SHALL BE PAINTED FROM TWO FEET BELOW GRADE TO TOP OF PILE; THE COLOR SHALL BE 36522 GRAY ACCORDING TO FEDERAL STANDARD SAE INTERNATIONAL AMS — STD 595 A AND THE GLOSS AT A 80 DEGREE ANGLE SHALL NOT EXCEED 25, PANNING SHALL BE INCIDENTAL TO 514 PILING ITEMS.

ALL CONCRETE IN THE PRE-DRILLED HOLES SHALL BE CLASS B CONCRETE, fc = 3.0 KSI, AND SHALL BE INCIDENTAL TO 614 PILING ITEMS.

DAMAGE TO EXISTING ROAD:

THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING DAMAGE TO THE EXISTING ROADWAY AS A RESULT OF CONSTRUCTING THE WALL. ALL COSTS ASSOCIATED WITH ROADWAY REPAIRS WILL BE PAID FOR BY THE CONTRACTOR.

DRILLING OPERATIONS;

THE CONTRACTOR SHALL BE RESPONSIBLE FOR EVALUATING SITE SPECIFIC CONDITIONS AS RELATED TO THEIR DRILLING OPERATIONS. THIS INCLUDES DRILLING FOR THE STEEL VERTICAL PILES AND TIEBACK TIEBACK TIEBACK TIEBACK TIEBACK TIEBACK TIEBACK TIEBACK TIEBACK T CONTRACTOR AND NO ADDITIONAL COMPENSATION WILL BE PROVIDED.

ROCK ANCHORS:

ANCHOR AND ACCOMPANYING HARDWARE SHALL BE PRODUCED BY WILLIAMS FORM ENGINEERING CORP. OR A SUPPLIER WITH EQUIVALENT PRODUCTS, ALL ANCHOR COMPONENTS INCLUDING NUTS, END CAP, STEEL PLATES, AS WELL AS FABRICATION OF GUSSETS AND STIFFENERS SHALL BE PAID UNDER THE 614 PILING ITEMS.

ANCHORS SHOULD NOT BE SUBJECT TO THE HEAT OF A TORCH, WELDING OR USED AS A GROUND. FIELD CUTTING SHOULD BE DONE WITH AN ABRASIVE WHEEL OR BAND SAW.

THE 150 KSI BARS SHALL BE PRODUCED FROM AN ALLOY BASED STEEL THAT IS HOT ROLLED, QUENCHED AND TEMPERED TO PRODUCE THE PRESCRIBED MECHANICAL PROPERTIES OF ASTM A722.

IF THE CONTRACTOR WISHES TO USE ANCHORS AND OR MATERIALS NOT SPECIFIED WITHIN THE PLANS, THE CONTRACTOR SHALL PREPARE A COMPLETE DESIGN PER SPECIAL PROVISION 628

ANCHOR PREPARATION, INSTALLATION, AND TESTING SHALL BE CONDUCTED IN ACCORDANCE WITH SPECIAL PROVISION

THE MAXIMUM SERVICE LOAD APPLIED TO AN INDIVIDUAL ANCHOR "P" IS 74,000 LBS AND SHALL BE USED FOR

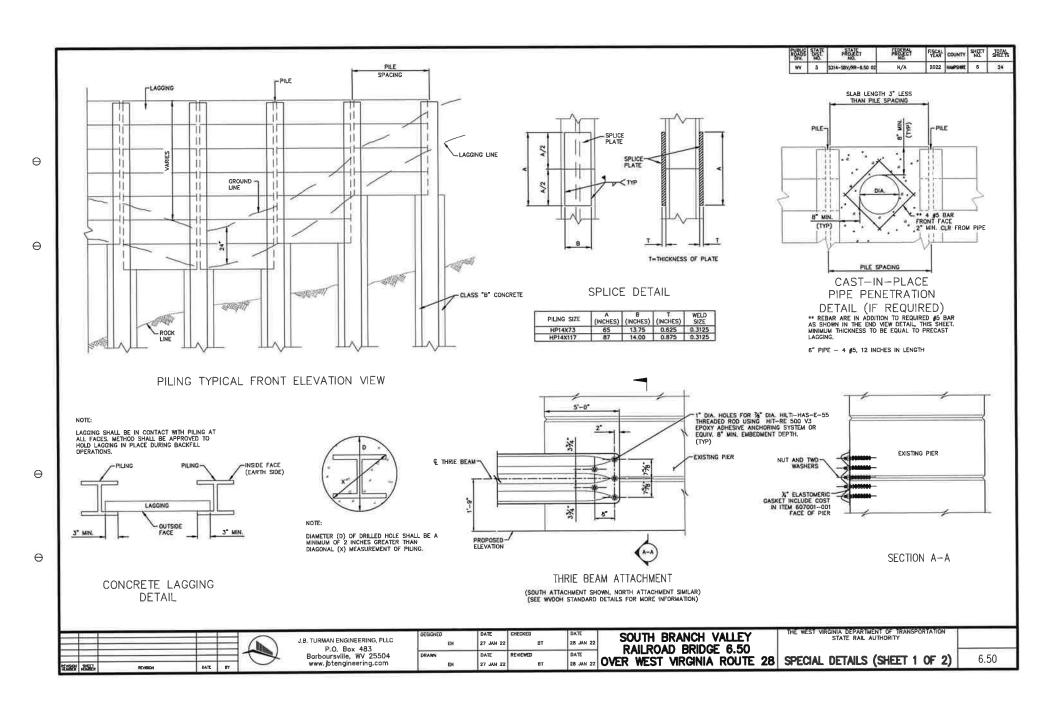
TEMPORARY SHORING:

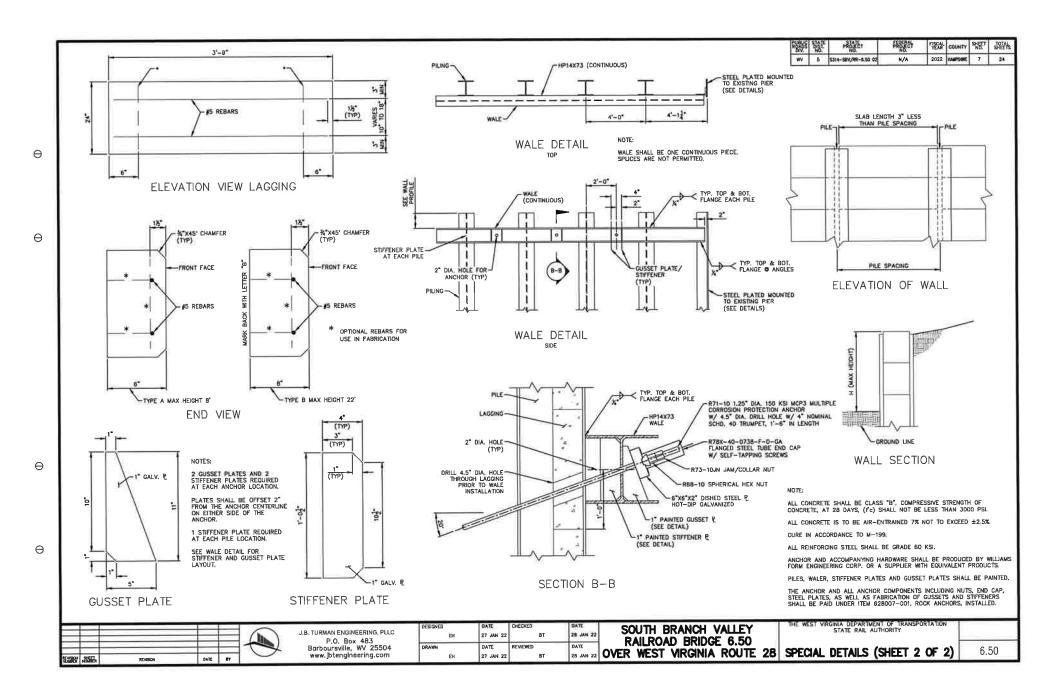
TEMPORARY SHORING REQUIRED SHALL BE PAID FOR AS SHORING, ITEM 212010-003. TEMPORARY SHORING SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF WEST VIRGINIA.

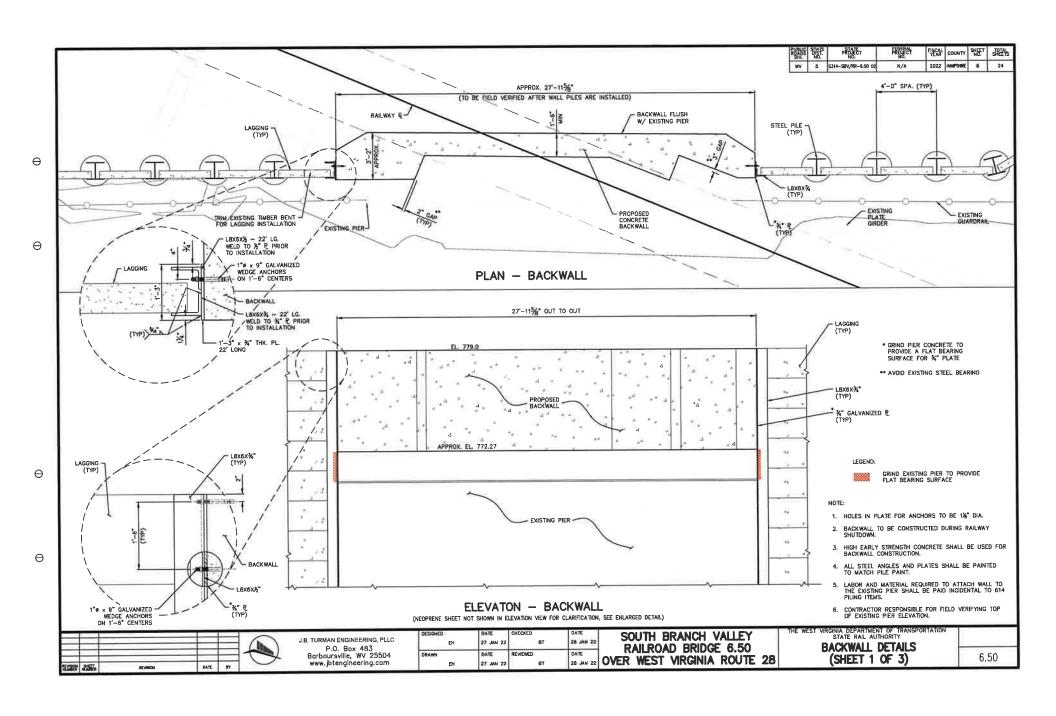
RAIL LINE CLOSURE:

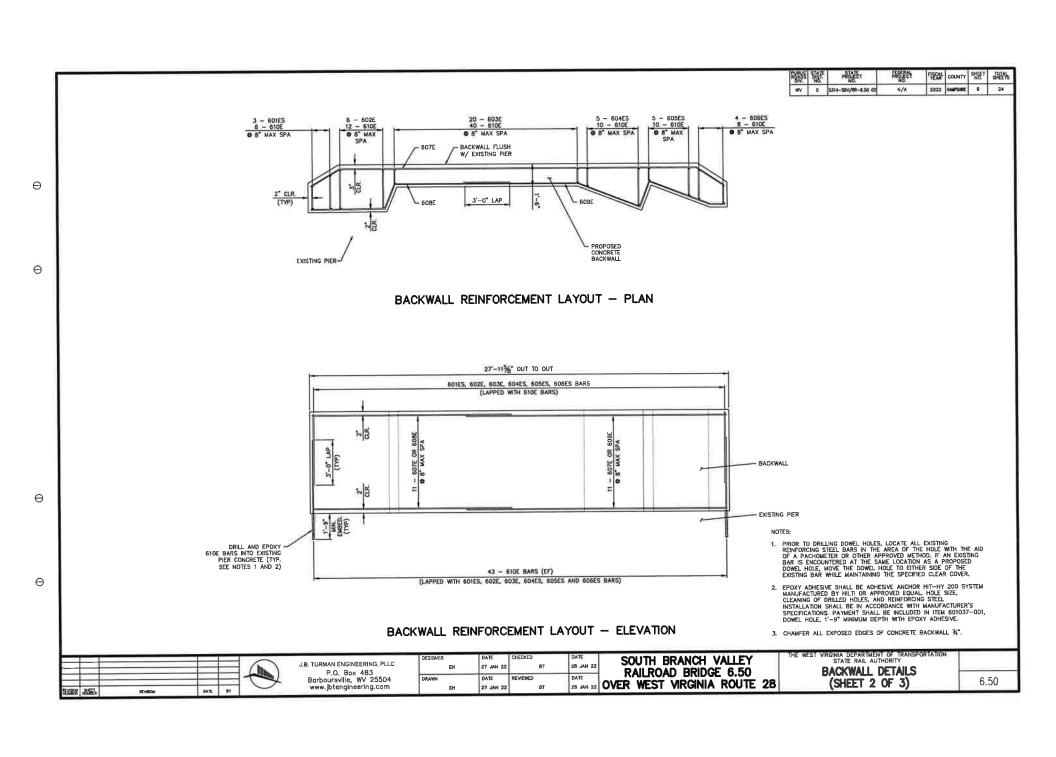
CLOSURE OF THE RAIL LINE IS ONLY PERMITTED BETWEEN THURSDAY AFTERNOON AND MONDAY MORNING. THE INTENT FOR THIS PROJECT IS THAT THE RAIL LINE BE CLOSED ONLY ONE TIME THROUGHOUT THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL CORDINATE WITH THE EXACT TIME

		J.B. TURMAN ENGINEERING, PLLC	DESIGNED	DATE 27 JAN 22	 DATE 28 JAN 22	SOUTH BRANCH VALLEY	THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY	
SUBSI ASSUL REMOVED	DATE BY	P.O. Box 483 Barboursville, WV 25504 www.jbtengineering.com	DRAWN EH	DATE 27 JAN 22	DATE 28 JAN 22	RAILROAD BRIDGE 6.50 OVER WEST VIRGINIA ROUTE 28	GENERAL NOTES (SHEET 2 OF 2)	6.50



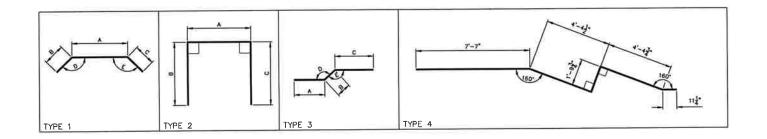






No.	歌	PROJECT	HERE	UKSA!	COUNTY	SHEET NO.	TOTAL
wv	5	5314-58V/RR-5.50 02	N/A	2022	HAP201	10	24

			BACKWALL REINFOR	CLIVILIA					_
							DIMENSION		
MARK	TYPE	NUMBER REQUIRED	LENGTH (FT)	602002-001	Α	В	С	D	E
601ES	2	3	VARIES FROM 11'-0" TO 11'-9" BY 4%	52	VARIES	4"9"	4'-9"		
602E	2	6	12'-0"	109	2"-6"	4'-9"	4'-9"		
603E	2	20	10'-6"	316	1'-0"	4'-9"	4'-9"		
604ES	2	5	VARIES FROM 10'-8" TO 11'-11" BY 3%"	85	VARIES	4-9-	4'-9"		
605ES	2	5	VARIES FROM 10'-3" TO 11'-4" BY 31/4"	82	VARIES	4'-9"	4'-9"		
806ES	2	4	VARIES FROM 10'-8" TO 11'-6" BY 31/4"	67	VARIES	4'-9"	4'-9"		
607E	1	11	28'-3"	467	23'-10"	2'-3"	2*-2*	150°	150°
60BE	3	11	14'-5"	239	5*-0*	1'-9*	7"-8"	112'	112
609E	4	11	19'-1"	316	SEE DIAGRAM				
610E	STR	88	6*-8*	862					
TOTAL				2,595					



27,355	P.S.	REVISION	DATE	BY
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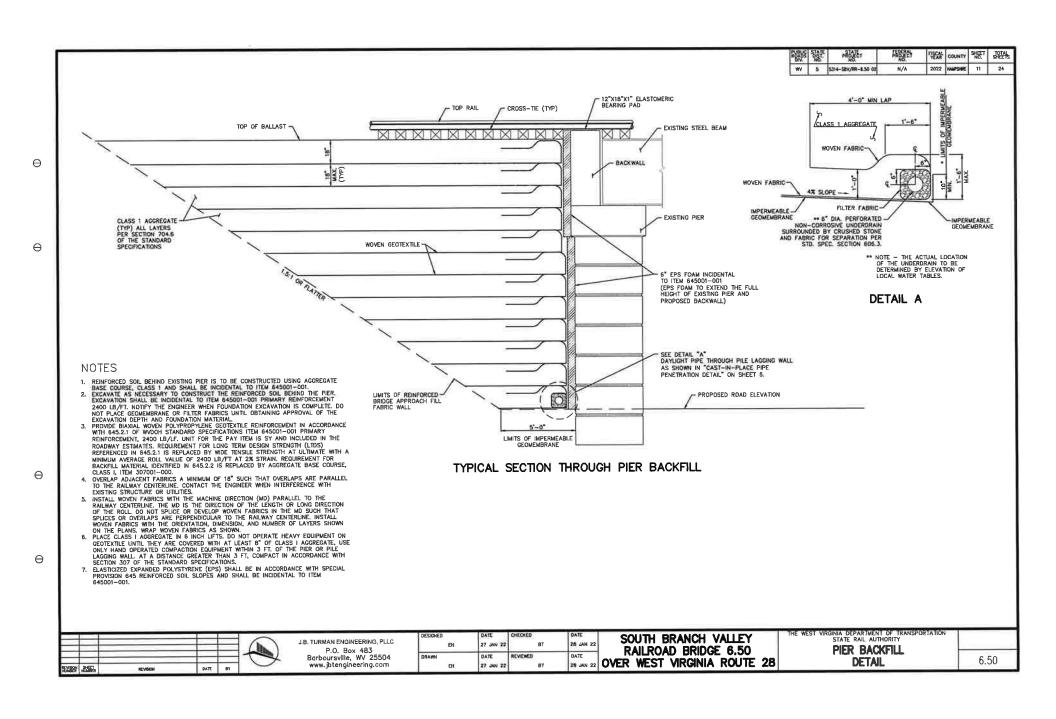
J.B. TURMAN ENGINEERING, PLLC
P.O. Box 483
Barboursville, WV 25504
www.jbtengineering.com

DESIGNED EH	DATE 27 JAN 22	DATE 28 JAN 22	
DRAWN EH	DATE 27 JAN 22	 DATE 28 JAN 22	(

SOUTH	BRANCH \	/ALLEY E 6.50 ROUTE 28
RAILR	oad Bridgi	E 6.50
OVER WES	T VIRGINIA	ROUTE 28

THE WEST	VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY	
	BACKWALL DETAILS	

CKWALL DETAILS SHEET 3 OF 3)	6.50



TEMPORARY TRAFFIC CONTROL SUMMARY OF QUANTITIES

	B	QUANTITY		
ITEM NO.	DESCRIPTION	UNIT	TOTAL	
636002-002	AGGREGATE FOR MAINTAINING TRAFFIC, SLAG	TON	7-	
636002-001	TON			
636003-001	BITUMINOUS MATERIAL FOR DUST PALLATIVE	GAL	- 1	
636004-001	CALCIUM CHLORIDE FOR DUST PALLATIVE	TON	-	
636005-001	TEMPORARY STRUCTURES FOR MAINTAINING TRAFFIC	LS	-	
636006-001	PILOT TRUCK AND DRIVER	DAY	-	
636007-001	ERADICATION OF PAVEMENT MARKING	UF	24	
636008-002	TEMPORARY PAVEMENT MARKINGS - PAINT 6-IN SOLID LINE, TYPE VIIC	LF	-	
636009-001	TEMPORARY PAVEMENT MARKINGS - TAPE 4-IN SOLID LINE, TYPE VIIC	LF		
636010-003	TEMPORARY RAISED PAVEMENT MARKER	EA	- 5	
636011-001	TRAFFIC CONTROL DEVICES	UNIT	424D	
638012-010	PROJECT TRAFFIC CONTROL DEVICE CLEANING	EA	1	
636013001	INDIVIDUAL TRAFFIC CONTROL DEVICE CLEANING	EA	40	
636014001	FLAGGER	HR	200	
636014-002	TRAFFIC DIRECTOR	HR	-	
636015-001	TEMPORARY GUARDRAIL CHANNELIZATION DEVICE	UF	_	
636017-004	TEMPORARY BARRIER, TL-2, I	LF	-	
635017-005	TEMPORARY BARRIER, TL-3, I	LF	360	
636016-001	REMOVE AND RESET TEMP, GUARDRAIL CHANNELIZATION DEVICE	LE:	-	
636017-001	TEMPORARY CONCRETE BARRIER	LF	-	
636017-002	DOH FURNISHED TEMPORARY CONCRETE BARRIER	LF	- 2	
636018-001	REMOVE AND RESET TEMPORARY CONCRETE BARRIER	LF	-	
	REMOVE AND RESET DOH FURNISHED TEMP, CONCRETE BARRIER	LF	-	
	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	254	
636023-001		MO	8	
636023-002	TEMPORARY TRAFFIC SIGNAL, 02	MO	8	
636024-001	TEMPORARY PIPE FOR MAINTAINING TRAFFIC	LF	-	
636025-001	WARNING LIGHTS, TYPE A	DAY	- H	
636025-001	WARNING LIGHTS, TYPE B	DAY	1620	
636025-001	WARNING LIGHTS, TYPE C	DAY	-	
636025-001	TEMPORARY LIGHTING, 01	LS.	-	
	SHADOW VEHICLE	DAY	-	
636030-001	SPEED MONITORING TRAILER	DAY	-	
638060-001	TEMPORARY IMPACT ATTENUATING DEVICE	EA	-	
	REMOVE AND RESET ATTENUATOR DEVICE	EA	= 5	
863005-011	STOP LINE, TYPE V - 24 IN.	LF	24	
554005-010		LF	-	

SEQUENCE OF C	CONSTRUCTION
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PHASE 1:
PLACE CHANGEABLE MESSAGE SIGN ON EACH END OF THE WORK AREA ONE WEEK
(7 DAYS) PRIOR TO ANY CONSTRUCTION. INSTALL TRAFFIC CONTROL DEVICES FOR
CASE DSB. SEE NOTE 13 FOR ADDITIONAL SIGN TO BE PLACED ON THE PROJECT
FOR THE DURATION OF TRAFFIC SET—UP.

PHASE 2: REMOVE GUARDRAIL AS NEEDED TO PROVIDE ACCESS TO WORK AREA.

PHASE 3: PERFORM RETAINING WALL CONSTRUCTION, DISMANTLE STRUCTURE, BACKFILL OPERATIONS, AND OTHER ITEMS AS DETAILED IN THE PLANS.

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

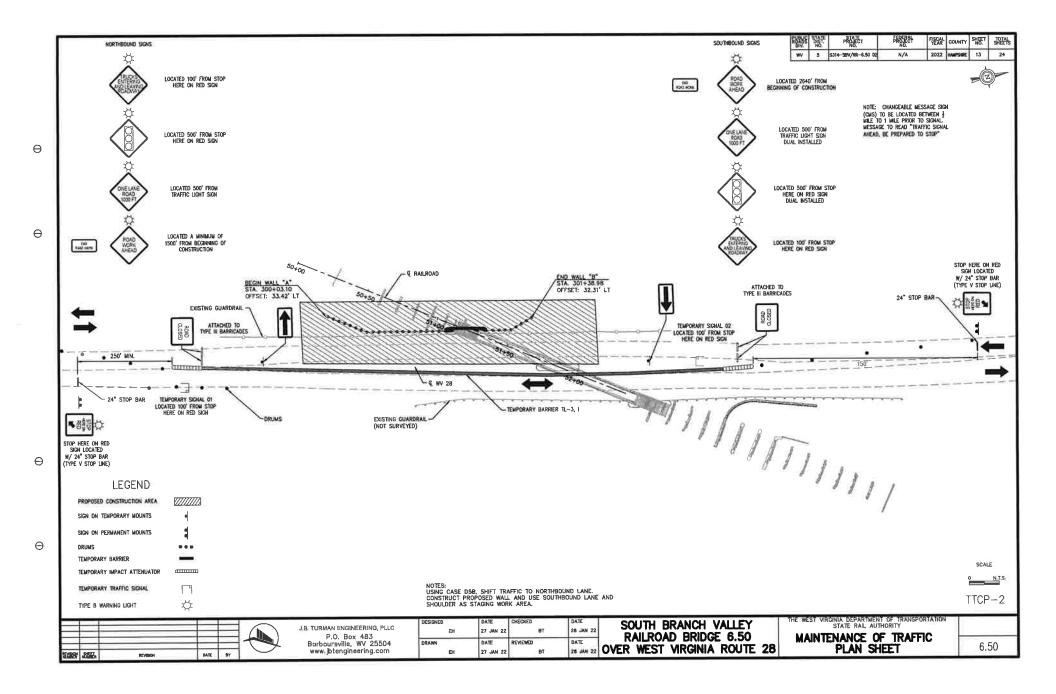
TEMF	PORARY TRAFFIC CONTROL D	EVICE	QUAN	TITIES
DEVICE	DESCRIPTION	VALUE IN UNITS	TOTAL QUANT.	TOTAL UNITS
• 1	SIGNS ON PORTABLE MOUNTS AND BARRICADES. (TOTAL SIGN AREA 16 S.F. OR GREATER.)	170	2	340
• 2	SIGNS ON PORTABLE MOUNTS AND BARRICADES, (TOTAL SIGN AREA LESS THAN 16 S.F.,)	80	-	=
. 3	SIGNS ON PERMANENT POSTS. (TOTAL SIGN AREA 16 S.F. OR GREATER.)	180	10	1800
4 4	SIGNS ON PERMANENT POSTS. (TOTAL SIGN AREA LESS THAN 18 S.F.)	90	10	900
•• 5	BARRICADES - TYPE I	35	=	=
•• 6	BARRICADES - TYPE II	80	*	20
•• 7	BARRICADES - TYPE III	90	4	380
•• в	DRUMS	60	14	840
9	CONES	5	æ.	180
10	VERTICAL PANELS OR GROUND MOUNTED DELINEATORS	10	4	20
11	BARRIER OR GUARDRAIL MOUNTED DELINEATORS (TO BE BID INCIDENTAL TO THE COST OF THE BARRIER OR GUARDRAIL)	0	550	3
12	TEMPORARY OVERLAYS AND TEMPORARY OVERSIZE SIGNS (INCLUDES 4 GIVE'EM A BRAKE SIGNS + 4 MAX FINES SIGNS)	300	(*)	
13	CHANNELIZER CONES	40	100	23
DELINE	TORS - ORANGE SIGN SHEETING TO BE REFLECTIVE FLOURESCENT ORANGE, TYPE V - BARRICADES AND DRUM SHEETING TO BE 6 FLEXIBLE HIGH INTENSITY, TYPE III	1	TOTAL.	4240

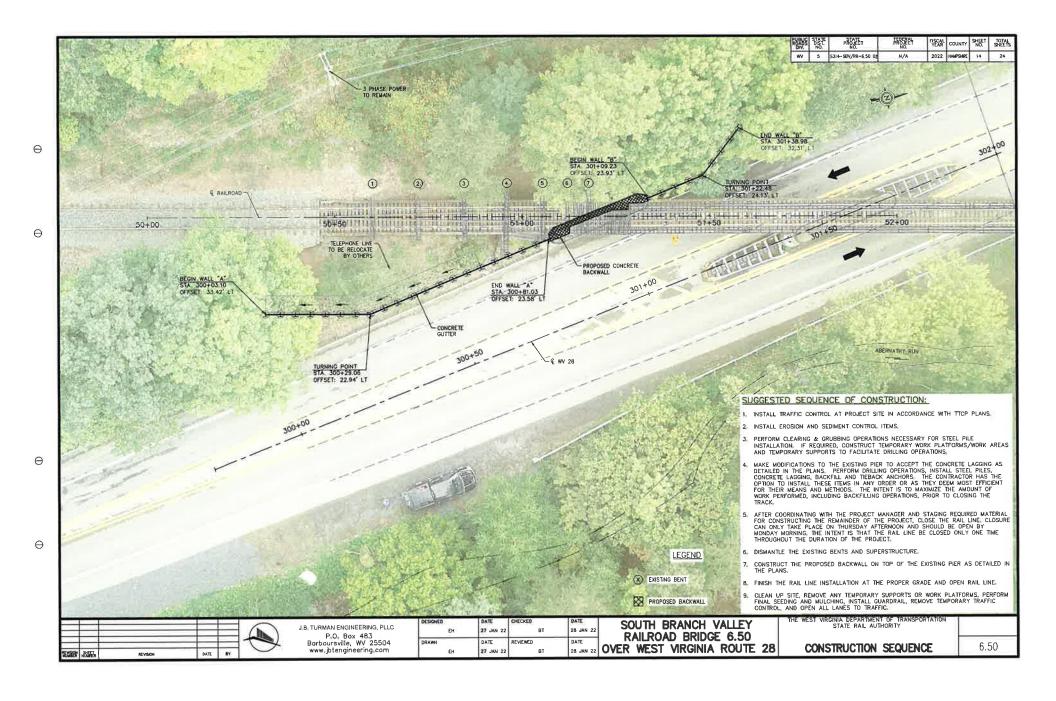
TEMPORARY TRAFFIC CONTROL NOTES

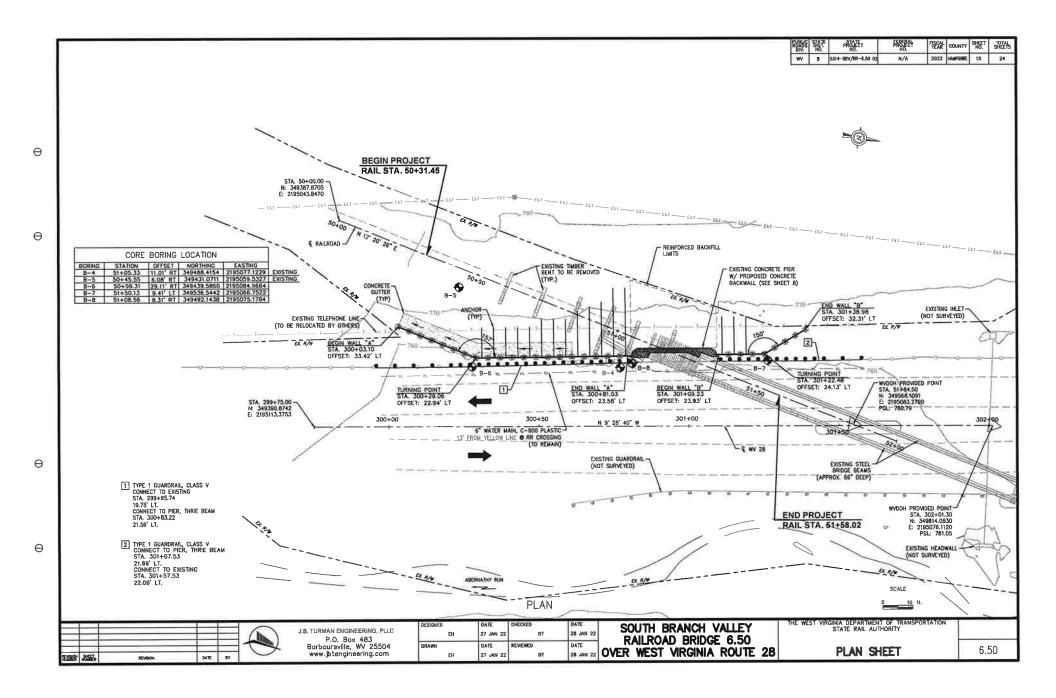
- TEMPORARY TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH SECTION 635 OF THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, STANDARD SPECIFICATIONS, ROADS AND BRIDGES ADDPTED 2017 AND 2022 ADDENDUMS, THE CONTRACT DOCUMENTS AND CONTRACT PLANS ARE THE GOVERNING PROVISIONS APPLICABLE TO 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.
- 3. 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 UNDUE DELAY TO TRAFFIC.
- 5. 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 8JS014-001, "FLAGGER".
- 6. 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 635011-001, "TRAFFIC CONTROL DEVICE", UNLESS REPLACED BY FINAL SIGNING.
- 7. 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. TAXING 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 63601—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 TEM NUMBER 536025—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 UNIMER 830022—001.
- 10. WINTER SHUIDOWN FOR PAVEMENT ACTIVITIES: FOR PORTIONS OF THE PROJECT WHERE A WINTER SHUIDOWN IS APPLICABLE, THE PROJECT AREA AND ATTENDANT ROADWAY (TRAVEL LANES AND SHOULDERS, ETC.) SHALL BE LEFT IN A "SOUARED OFF/EASILY TRAVERSABLE, SAFE CONDITION THAT IS PRE-AGREED UPON BY THE ENGINEER, SUCH WILL INCLUDE, BUT NOT BE LIMITED ID, PAVEMENT MARKINGS, TEMPORARY PAVEMENT AND NECESSARY GUARDGAUL-BARRIER, ETC. AS NOTED ON THE PAMS AND AS THE PROFILE OF COVERED AND ESTAIN ARE NOT NEEDED ON THE PAMS AND AS EATHER MOOVED FOR COVERED AND ESTAIN ARE SHALL BE BID INCIDENTAL TO THEM 53601-001, "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
- FLAGGERS USED FOR THE CONVENIENCE OF THE CONTRACTOR WILL BE INCIDENTAL TO ITEM 638011, TRAFFIC CONTROL DEVICE.
- 13. ON THE NORTH END OF THE PROJECT, PLACE A CHANGEABLE MESSAGE SIGN FOR THE DIRATION OF THE PROJECT LOCATED BETWEEN J MILE TO 1 MILE FROM THE SIGNAL WITH THE MESSAGE "TRAFFIC SIGNAL AHEAD, BE PREPARED TO STORY.
- CONTACT KENNETH L. CLOHAN, JR., P.E. DISTRICT 5 TRAFFIC ENGINEER AT 304–260–4392
 AT LEAST 48 HOURS IN ADVANCE OF TRAFFIC CONTROL SETUP TO REVIEW LAYOUT AND
 PROVIDE SIGNAL TIMING.

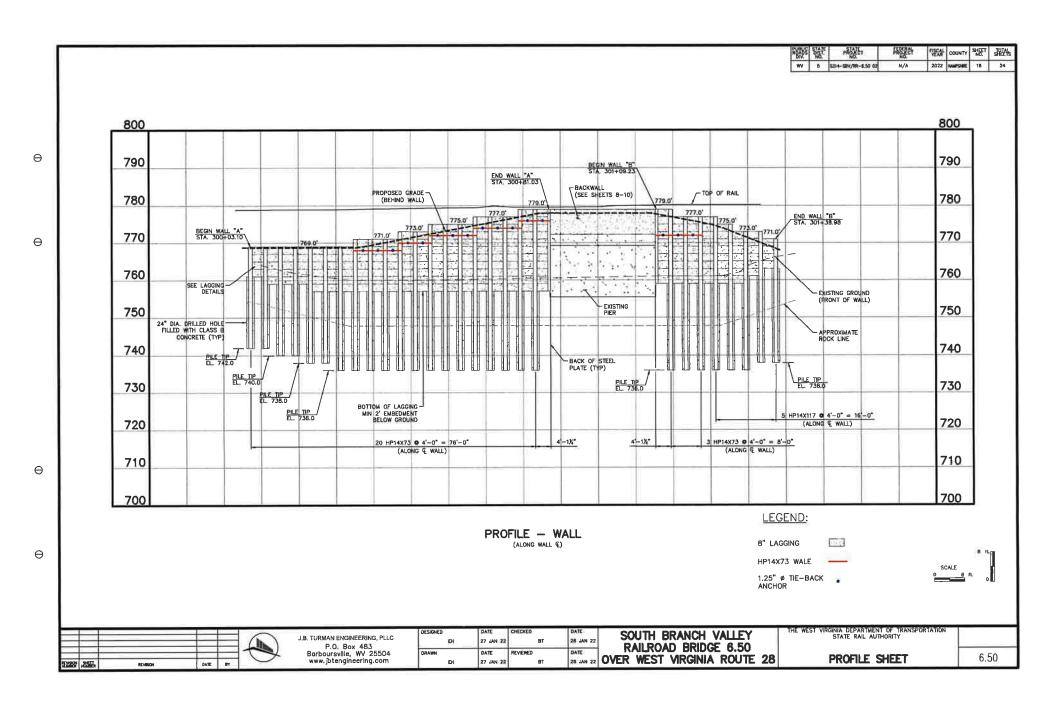
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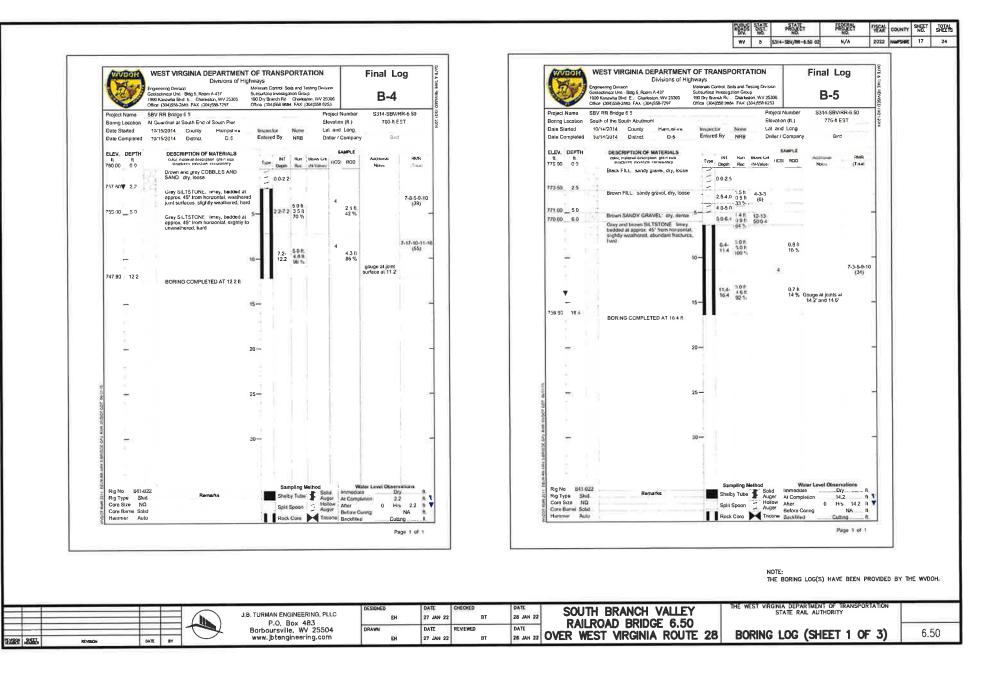
F		J.B. TURMAN ENGINEERING, PLLC P.O. Box 483	DESIGNED EH	DATE 27 JAN 22	CHECKED BT	DATE 28 JAN 22		
1918	REVISION DATE BY	Barboursville, WV 25504 www.jbtenglneering.com	DRAWN EH	DATE 27 JAN 22	REVIEWED BT	DATE 28 JAN 22	OVER WEST VIRGINIA ROUTE 28 MAINTENANCE OF TRAFFIC NOTES	6.50









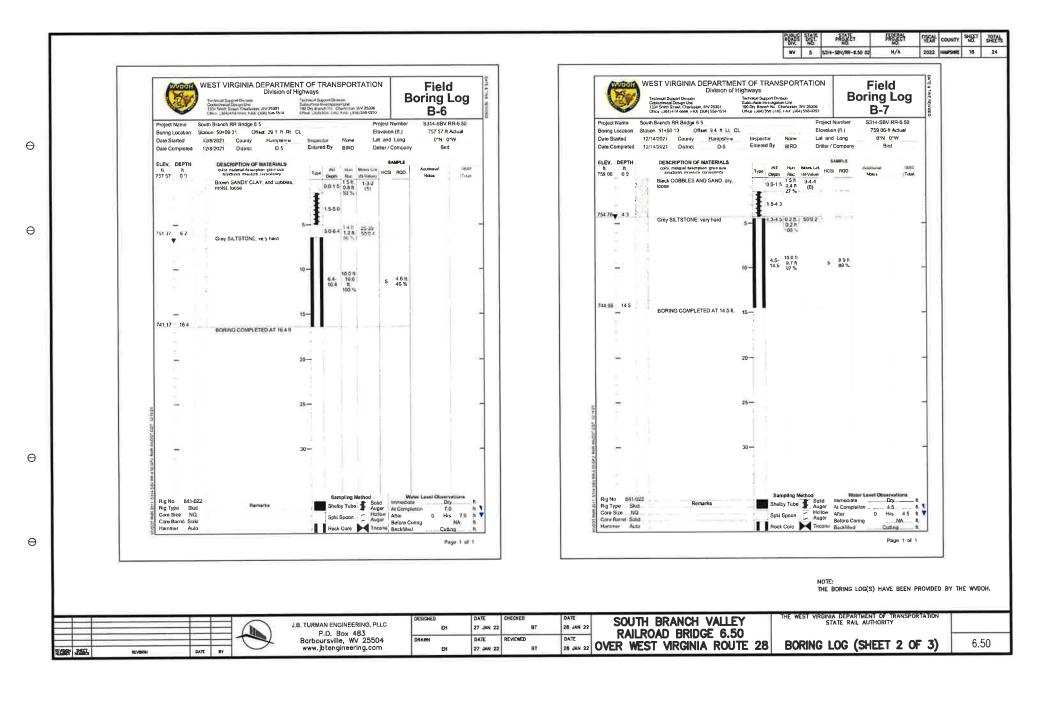


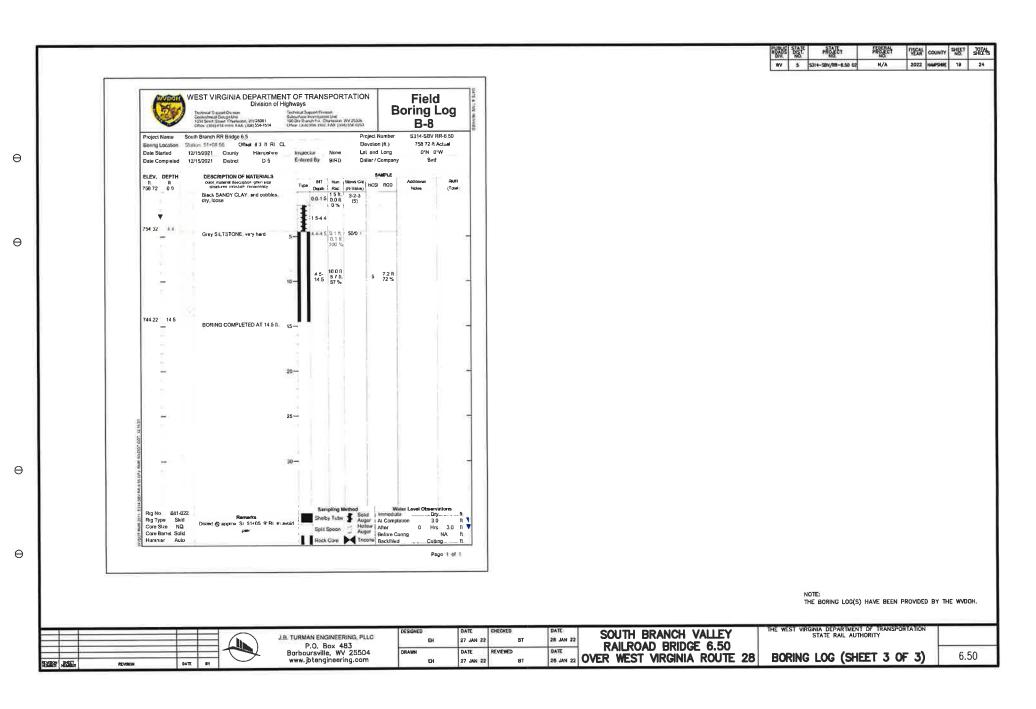
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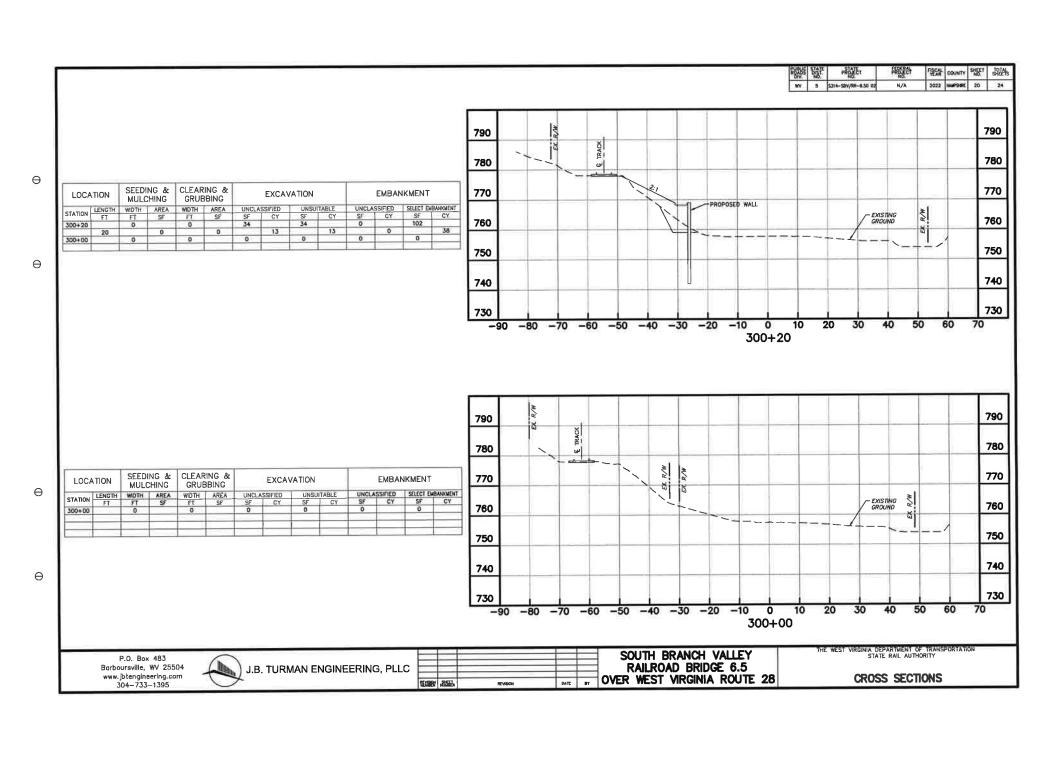
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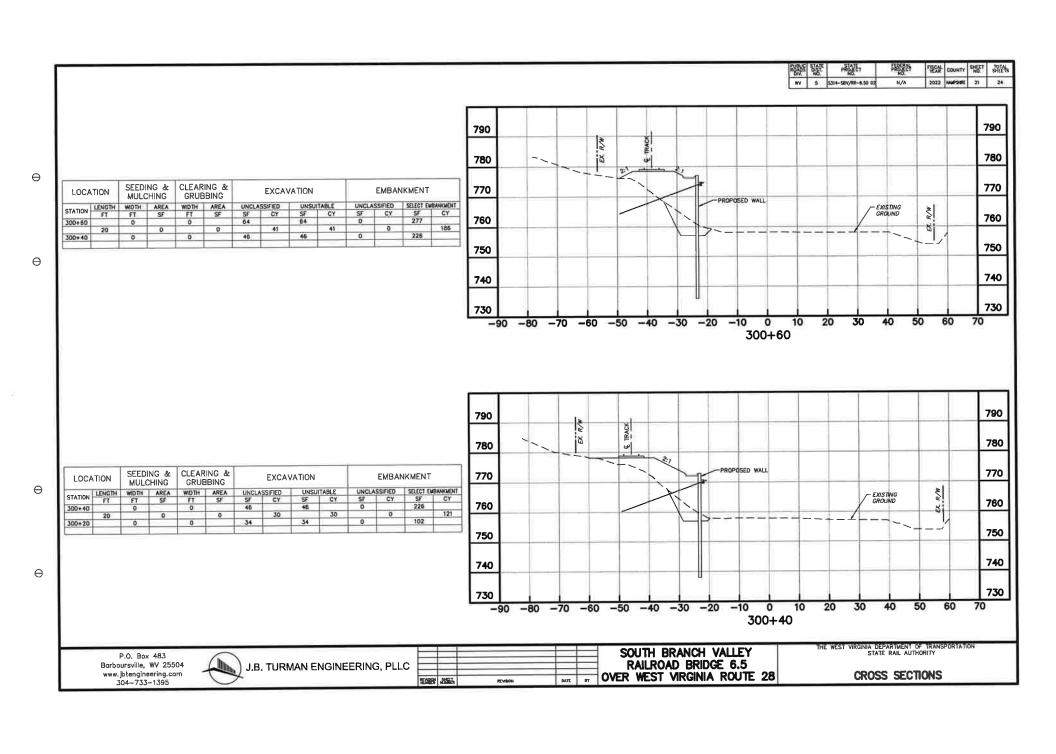
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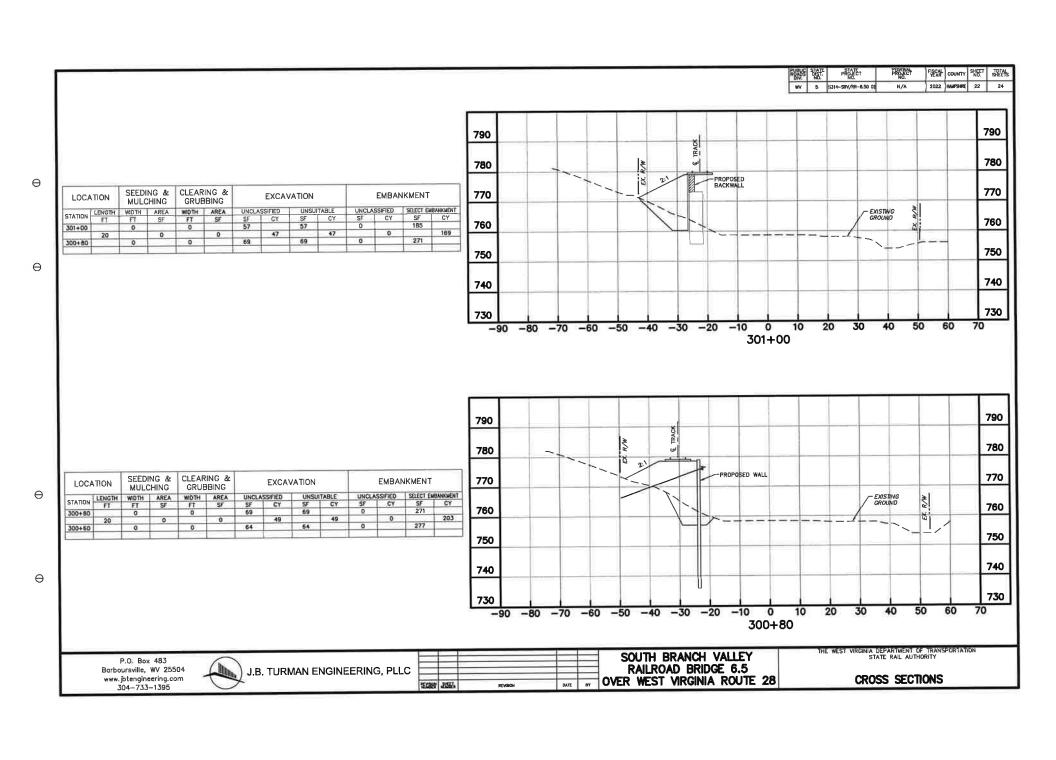
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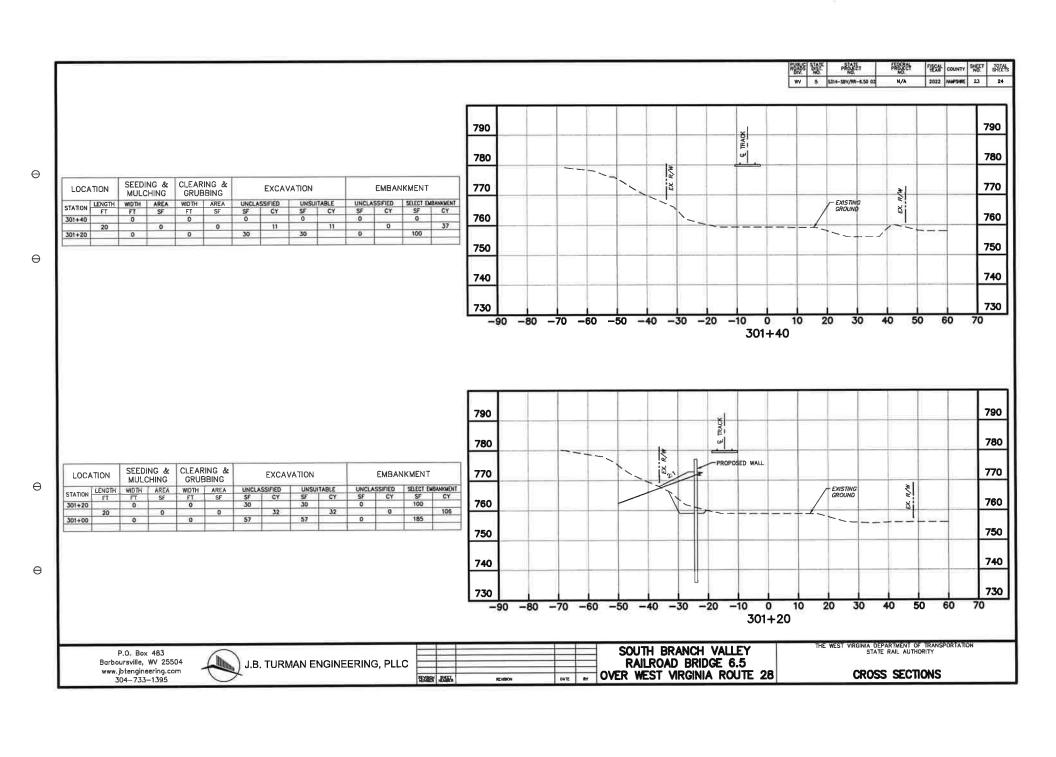






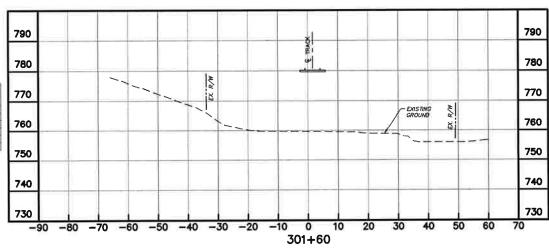






ENTES	STATE OF	PROPER	開設的	FISCAL	COUNTY	SHEET NO.	SPECTS
WV	5	5314-SBV/RR-8.50 02	N/A	2022	NAMESHIEL	24	24

LOCATION		SEEDI		CLEAR GRUE		EXCAVATION				EMBANKMENT			
I LENGT	LENGTH	WDTH	AREA	WIDTH	WIDTH / AREA		SSIFIED	UNSU	TABLE	UNCLA	SSIFIED	SELECT E	IBANKMENT
STATION	FT	FT	SF	FT	SF	5F	CY	SF	CY	SF	CY	SF	CY
301+60		0		0		0		0		0	0.4	0	
	20		0		0		0		0		0		0
301+40		0	- 0.1	0	10.7	0		0		0		0	



P.O. Box 483 Barboursville, WV 25504 www.jbtengineering.com 304—733—1395

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					SOUTH BRANCH VALLEY RAILROAD BRIDGE 6.5 OVER WEST VIRGINIA ROUTE 28
STATES.	ALC: N	REVISION	DATE	BY	OVER WEST VIRGINIA ROSTE 25

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY

CROSS SECTIONS

CRFQ DMT23*01 - Exhibit A PRICE SHEET					
Description Unit Unit Quantity Extended Cost of Measure Cost					
	SBVR Bridge Repair				
13.1.1	South End BR 6.5 - MP 6.5	1,779,693.	lump sum	1	1,779,693.
	*		Total Bio	d Amount:	1,779,693

(*)



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

I, Lance Shreffler, after being first duly sworn, depose and state as follows:
1. I am an employee of Gregori Construction Inc. ; and, (Company Name)
2. I do hereby attest that Construction Drc. (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: Lance Shreffler
Signature: Shell
Title: President
Company Name: Gregor Construction Inc.
Company Name: Gregori Construction Inc. Date: 8 24 2022
STATE OF WEST VIRGINIA,
COUNTY OF Butler , TO-WIT:
Taken, subscribed and sworn to before me this 24th day of August, 2022.
By Commission expires
(Seal) Kimbuly a. Ingold
Commonwealth of Pennsylvania - Notary Seal Kimberty A. Ingold, Notary Public
Butler County My commission expires April 7, 2024 Commission number 1297444 Rev. July 7, 2017 Member, Pennsylvania Association of Notaries

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)					
\boxtimes	Addendum No. 1		Addendum No. 6		
	Addendum No. 2		Addendum No. 7		
	Addendum No. 3		Addendum No. 8		
	Addendum No. 4		Addendum No. 9		
	Addendum No. 5		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 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.

Gregori Construction Inc.
Company
Authorized Signature
8 15 2022
Date

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	Addendum No. 5		Addendum No. 10		

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Gregori (Construction Inc.
Su {.	Company Authorized Signature
8 15 2	

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	Addendum No. 2		Addendum No. 7			
	Addendum No. 3		Addendum No. 8			
\boxtimes	Addendum No. 4		Addendum No. 9			
	Addendum No. 5		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 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.						
Company Authorized Signature						
			0/00/0-22			

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.

(Check the box next to each addendum received)					
	Addendum No. 1		Addendum No. 6		
	Addendum No. 2		Addendum No. 7		
	Addendum No. 3		Addendum No. 8		
	Addendum No. 4		Addendum No. 9		
\boxtimes	Addendum No. 5		Addendum No. 10		

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Gregori Construction Inc.		
Company hu//		
Authorized Signature		
8/22/2022		
Date		

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Addendum Numbers Received: (Check the box next to each addendum received) Addendum No. 6 Addendum No. 1 \boxtimes Addendum No. 7 Addendum No. 2 Addendum No. 8 Addendum No. 3 Addendum No. 9 Addendum No. 4 Addendum No. 10 \Box Addendum No. 5

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Company

Authorized Signature

8/23/2022

Date

				Agency REQ.P.O#
		В	ID BOND	
	KNOW ALL MEN BY THESE	E PRESENTS, That we, the	e undersianed.	Gregori Construction Inc.
of				Principal, and Great American Insurance Company
of	Cincinnati ,	OH	a corporation of	organized and existing under the laws of the State of
<u>OH</u>	with its principal off	fice in the City ofC	incinnati	_, as Surety, are held and firmly bound unto the State
of West	t Virginia, as Obligee, in the pe	enal sum of Five Percent o	f Amount Bid	(\$5%) for the payment of which,
well and	d truly to be made, we jointly a	nd severally bind ourselve	s, our heirs, adr	ministrators, executors, successors and assigns.
	The Condition of the above	obligation is such that v	vhereas the Pri	incipal has submitted to the Purchasing Section of the
Denartr				de a part hereof, to enter into a contract in writing for
-	ruction-BR 6.5 South End F			
	NOW THEREFORE,			
	(a) If said bid shall be re	rejected, or	1 _1114	into a contract in accordance with the bid or proposal
attache	d hereto and shall furnish any	other bonds and insurance	e required by the	into a contract in accordance with the bid or proposal ne bid or proposal, and shall in all other respects perform
the agre	eement created by the accepta	ance of said bid, then this	obligation shall	be null and void, otherwise this obligation shall remain in the Surety for any and all claims hereunder shall, in no
tuii torc event, e	e and effect. It is expressly uexceed the penal amount of thi	inderstood and agreed that is obligation as herein stat	ed.	the Surety for any and all claims hereunder shall, in no
	·			
wov im	The Surety, for the value rec	ceived, hereby stipulates a	ind agrees that	the obligations of said Surety and its bond shall be in no gee may accept such bid, and said Surety does hereby
waive n	otice of any such extension.	crision of the time within	minor the oblig	nay accept cash bis, and call called accept accept
	MUTNICC the following sign	naturas and socia of Princi	nal and Suroh	executed and sealed by a proper officer of Principal and
Curota	or by Principal individually if P			
Surety,	or by Principal Individually if P	mincipal is all mulvidual, th	15 <u>10:11</u> 0a	/ UI
Principa	al-Seal			Gregori Construction Inc.
Gre	900			(Name of Principal)
	CO CO			By
2 10	SPA			(Must be President, Vice President, or Duly Authorized Agent)
2	D 8 5			•
44/4	535 511	0.016		President (Title)
	UOI season	CAN INSUA		(Tibe)
Surgitor O	SCALL STATE OF THE	S. Calledon	4.8	Great American Insurance Company
Strety	OG AL	E 10	3	(Name of Surety)
		15 76		In MAN

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.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 1513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than 1

Bond No. Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-infact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name

Address

Limit of Power \$100,000,000.00

Josephine M. Streyle

225 North Shore Drive, Suite 300

Pittsburgh, PA 15212

Principal: Gregori Construction Inc. Obligee: State of West Virginia

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18th day of August, 2022.

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Divisional Senior Vice President MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18th day of August , 2022 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST Notary Public State of Ohio My Comm. Expires May 18, 2025

Susan a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Altorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 18th day of August, 2022.



Assistant Secretary

S1194E (05/20)