

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

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304-425-8955

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NUMBER 03120615 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

LAN CUMMINGS 04-558-2402

DIVISION OF HIGHWAYS JOBSITE SEE SPECIFICATIONS

\*709042451 EASTERN VAULT COMPANY INC PO BOX 1134 PRINCETON WV

DATE PRINTED 08/16/2012 BID OPENING DATE: BID OPENING TIME 1:30PM 09/05/2012 QUANTITY UOP AMOUNT LINE ITEM NUMBER UNIT PRICE \$71,362,50 210-16 0001 LS 1 CONCRETE BEAMS, CHANNELS, PRESTRESSED THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS  ${ t soliciting \ t bids \ t t eta}$  provide the agency  ${ t with \ t prestressed}$ CONCRETE BOX BEAM\$ AND ACCESSORIES PER THE ATTACHED SPECIFICATIONS. 03120615 \*\*\*\*\* TOTAL: THIS IS THE END OF RFQ 2012 SEP -5 AM 9: 31 TELEPHONE 304-425-8955 SIGNATURE BRIAN P. STRUBLE 4-12 TITLE 55-0520255 ADDRESS CHANGES TO BE NOTED ABOVE MANAGER GENERAL

### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 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.
  - [ \langle | A pre-bid meeting will not be held prior to bid opening.
  - A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 08/31/2012

Submit Questions to:

Alan Cummings

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 3045583970

Email: Alan.W.Cummings@WV.Gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division 2019 Washington Street East P.O. Box 50130, Charleston, WV 25305-0130

	The bid should contain the information listed below or	the face of the envelope or the bid may not be
	considered:	
	SEALED BID	
	BUYER:	
	SOLICITATION NO.:	
	BID OPENING DATE:	
	BID OPENING TIME:	
	FAX NUMBER:	
	In the event that Vendor is responding to a request for technical and one original cost proposal plus	convenience copies of each to the Purchasing e Vendor should identify the bid type as either a
	BID TYPE:     Techni     Cost	cal
7.	7. BID OPENING: Bids submitted in response to identified below on the date and time listed below. It will result in bid disqualification. For purposes of the time stamped by the official Purchasing Division time.	belivery of a bid after the bid opening date and time his Solicitation, a bid is considered delivered when
	Bid Opening Date and Time: 09/05/2	012 - 1:30 P.M.
	2019 W P.O. Bo	nent of Administration, Purchasing Division ashington Street East x 50130,
	Charles	on, 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.
- 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.

### GENERAL TERMS AND CONDITIONS:

- CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Purchasing Division
  Director, or his designee, and approved as to form by the Attorney General's office constitutes
  acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's
  signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions
  contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - **2.2 "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - **2.3 "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - **2.4 "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" 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 successful bidder and Contract holder.
  - **2.6 "Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

### | | Term Contract

Initial Contract Term: This Contract becomes effective on

and extends for a period of

year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to

successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 40 working days.
- One Time Purchase: The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- | Other: See attached.

- 4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
- 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
  - Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - | Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - | ✓ | One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
- 6. 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.
- 7. 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.
- 8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
  - | BID BOND: All Vendors shall furnish a 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.

1		in the a issued a	mount and re	NCE BOND: The apparent successful Vendor shall provide a performance bond of . The performance bond must be received by the Purchasing Division prior to Contract award. On construction performance bond must be 100% of the Contract value.
I	1	labor/m	aterial	TERIAL PAYMENT BOND: The apparent successful Vendor shall provide a payment bond in the amount of 100% of the Contract value. The labor/material must be issued and delivered to the Purchasing Division prior to Contract award.
or sar	tific irre ne or/i	ed checks vocable l schedule	s, cash etter o as th payme	nd, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide hier's checks, or irrevocable letters of credit. Any certified check, cashier's check, of credit provided in lieu of a bond must be of the same amount and delivered on the bond it replaces. A letter of credit submitted in lieu of a performance and ent bond will only be allowed for projects under \$100,000. Personal or business table.
]	I	mainter	nance	NCE BOND: The apparent successful Vendor shall provide a two (2) year bond covering the roofing system. The maintenance bond must be issued and he Purchasing Division prior to Contract award.
l	Ī			COMPENSATION INSURANCE: The apparent successful Vendor shall have vorkers' compensation insurance and shall provide proof thereof upon request.
Ē	1			E: The apparent successful Vendor shall furnish proof of the following insurance ract award:
			1	Commercial General Liability Insurance: or more.
		]	1	<b>Builders Risk Insurance:</b> builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

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

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

- 9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES: Any model, brand, or specification listed herein 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.
- 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. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount 2% of the contract total for delays over 40 working days

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.

- 13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

- failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid 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.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. 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.
- 26. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE: On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <a href="http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx">http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx</a>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

- requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. 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.
- 31. 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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- **36. 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.
- 37. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <a href="http://www.state.wv.us/admin/purchase/vrc/hipaa.html">http://www.state.wv.us/admin/purchase/vrc/hipaa.html</a> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. 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 <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.
- 40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondiclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

- 42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
- 43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

- 44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
  - Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

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

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

a. 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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

### ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:	
Contractor's License No	

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

- 2. DRUG-FREE WORKPLACE: 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 at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
- 3. 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 AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
- 4. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 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 provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.
  - c. Required Information. The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
- iv. Notation that no subcontractors will be used if the bidder will perform the work
- **d.** Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. Substitution of Subcontractor. Written approval must be obtained from the Purchasing Division 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 bill fails, is unable, or refuses to perform his subcontract.
- 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.

### ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

- PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available
  for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or
  other work related to the plans and drawings.
- 2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:
  - a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
- 3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
- 4. AIA DOCUMENTS: Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 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.

### **CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

EASTERN VALLE Ca, INC	
(Company)	
(Authorized Signature)	
BRIAN P. STRUBLE	
(Representative Name, Title)	
304-425-8955 304-425-11	7
(Phone Number) (Fax Number)	
9-4-12	
(Date)	

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: 03120615

**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 t	he	box	x next to each addendum rece	ivec	l)	
[		]	Addendum No. 1	[	]	Addendum No. 6
[		]	Addendum No. 2	]	]	Addendum No. 7
[		]	Addendum No. 3	[	]	Addendum No. 8
	e c	]	Addendum No. 4	[	]	Addendum No. 9
[		]	Addendum No. 5	[	]	Addendum No. 10

Addendum Numbers Received:

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

EASTERN VAULT CO.

Company

Authorized Signature

8-31-12

Date

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

### REQUEST FOR QUOTATION [03120615] [Prestressed Concrete Box Beams]

### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH District 3 Bridge Department to establish a contract for the one time purchase of prestressed concrete box beams and accessories for Little Trace Fork Bridge Project No. S318-14/1-1.19.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Desired Item" means prestressed concrete box beams and accessories.
  - 2.2 "Bid Evaluation Page" means the page upon which Vendor should list its proposed price for the Desired Items in the manner requested by thereon. The Desired Item is either included on the last page of this RFQ or attached hereto as Exhibit A.
  - **2.3** "RFQ" means the official RFQ published by the Purchasing Division and identified as 03120615.

### 3. GENERAL REQUIREMENTS:

3.1 Mandatory Desired Item Requirements: Desired Item must meet or exceed the mandatory requirements listed below.

### 3.1.1 Prestressed Concrete Box Beams

- **3.1.1.1** Prestressed concrete box beams must be in accordance with Section 603 of the WVDOH Standard Specifications for Roads and Bridges 2010 and the current Supplemental Specifications.
- **3.1.1.2** Prestressed concrete box beams must include all accessories as listed in the attached bid evaluation page.

### 4. CONTRACT AWARD:

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

### REQUEST FOR QUOTATION [03120615] [Prestressed Concrete Box Beams]

**4.2 Bid Evaluation Page:** Vendor should complete the Bid Evaluation Page in full as failure to complete the Bid Evaluation Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Bid Evaluation Page to prevent errors in the evaluation.

### 5. PAYMENT:

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

### 6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery: Vendor shall ship the Desired Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Desired Items within 40 working days after receiving a purchase order or notice to proceed. Desired Items must be delivered to Agency at the project site.
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Desired Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Desired Items from a third party.

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

- **6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Desired Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items: If the Agency deems the Desired Items to be unacceptable, the Desired Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product

### REQUEST FOR QUOTATION [03120615] [Prestressed Concrete Box Beams]

shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

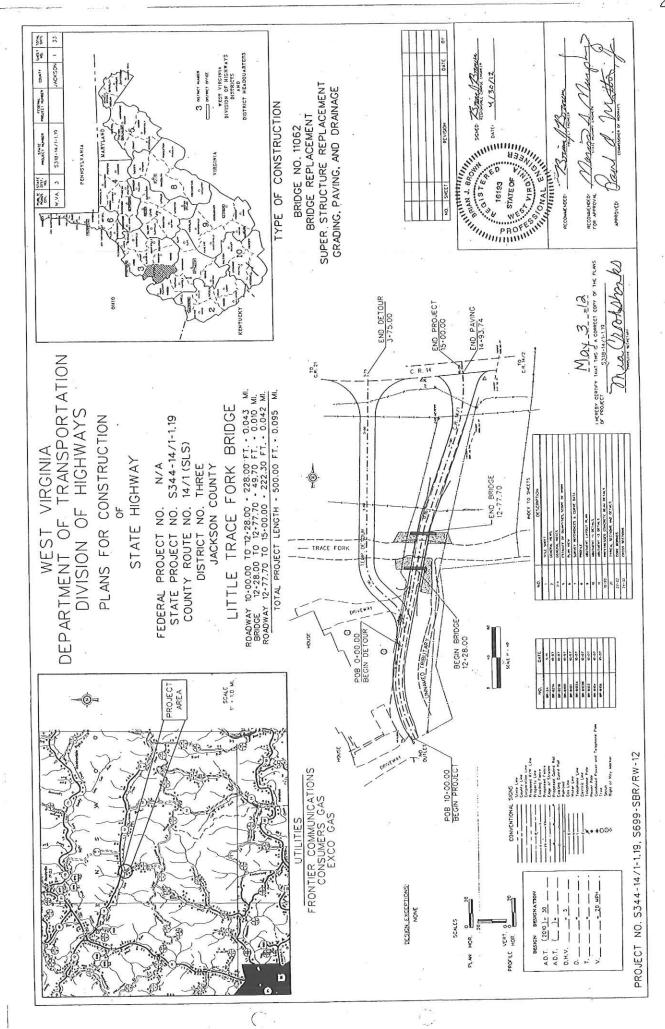
6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they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

## COST SHEET

RFQ #: 03120615

		Unit of			
Item #	Quantity	Measure	Description	Unit Cost	Extended Amount
			Interior Beam Section: 21" Prestressed Concrete Box	,	(
Υ.	427.50	Square Feet	Dealis (3 Wide) 3 Dealis X 47 -0 Overall Lerigin.  Skew = 10° RF	\$ 55.00	£ 7,512.50
			Exterior Beam Section: 21" Prestressed Concrete Box		,
		a	Beams (3' Wide) 3 Beams x 47'-6" Overall Length.	\$ 55.00	* (5,675.00
7	285	Square Feet	Skew = 10° RF		
7.00			1-13/16" Elastomeric Laminated Bearing pads (60	¥ 200.00	4 1600.00
ო	∞	Each	Duro Hardness) 8-B1 Pad (4-3/4"x28")		,
,	,	·	9	\$ 200.00	\$00.00
4	4	Each	Duro margness) 4-52 pag (4-5/4x15-1/2)	Š	
			1" Diameter x2'-0" Swedged Anchor Bolt or No. 8	4 14.00	4 140.00
2	10	Each	Deformed Reinforcing Bar (Grade 60) Galvanized		
			2-1/8" Thick Sponge Rubber Preformed Joint Filler		
			15.5 LF @ 6-5/8" Wide=8.6 SF/End, 18 SF Total	4 15,00	\$ 375.00
ဖ	21	Square Feet	3.5 LF@4-3/4" Wide=1.4 SF/End, 2 SF Total		
			1" Thick Sponge Rubber Preformed Joint Filler	\$ 15 00	8
^	55	Square Feet	15.5 LF @ 21" Wide=27.2 SF/End, 55 SF Total		\$ 075.00
			Guardrail Attachment Assembly for Box Beam with	*	\$ 4800.00
∞	16	Each	Studs, Nuts and Washers	200:00	
			ng T	\$ 40.00	3650,00
თ	91.25	Linear Feet	Hardened Nuts 5 Bars @ 18'-3"		2
10	10	Each	Bearing Plate 9"x9"x1"		- 1
11	16	Each	Type TL-2 Bridge Guradrail Posts	\$ 500.00	. 1
12	112.5	Linear Feet	Type TL-2 Bridge Guardrail	\$ 100.00	=
13	190	Linear Feet	1" Grout Stop	÷ .50	
14	20	Each	1"x8"x8" Washer	8.5	\$ (00.00)
		,	Total Amount	\$ 71,362.50	2.50

NOTE: Vendor should submit with their bid, the State of West Virginia Certificate from the West Virginia Secretary of State's Office.



3 or 33 BRIDGE NUMBER 18-14/1-1.21 11062

CHECKER BY:
CHECKE

14/1 (SLS)

REMOND OF BUB

These items are for Purchase Order Contract only.

## GOVERNING SPECIFICATIONS

The governing provisions applicate in the project one two West Vorgola Chapsterant of Neghranest Standard Specification, Radio and Budgers, applies 2000, or annotate by the current Supplemental experience or has meet Vorgina Department of Neghranest, the centrest plans and the confrost occuration.

-Current Supplemental Socializations shallbe the Specifications in effect on the iteal day of project against less letting to control.

## DESIGN - NEW STRUCTURES (1)

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# DESIGN - REMABILITATION AND STRENGTHENING (2)

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# SUPERSTRUCTURE CONCRETE (CAST-IN-PLACE) (\$)

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## REINFORCING STEEL BARS (6)

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# STRUCTURE EXCAVATION (FOOTINGS FOUNDED IN ROCK) (7)

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# CLEANING AND PAINTING (EXISTING STRUCTURES) (0)

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modified, controller and a position of a servición describant todos elementos del sendicios de sendicios casación controller a produción de production de productivos el bando la positionada del debanera con decimiento apprez responsabilidade a unha elitar de independant sen anticio repetidant el entre describante del productivo del productivo de caracterizado de caracterizados de controller en consocial Total entre controller del productivo de caracterización de caracterizado de caracterizado de controller de conin exception, and increase in the operator or collection or investigate configuration than incident the exception of the collection of th

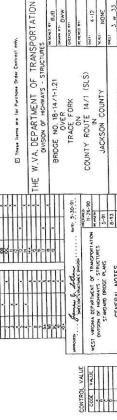
McCodum Inspection Compony Noticile, Vicginia

Franking and Robertson, Inc. Remand, Virginia

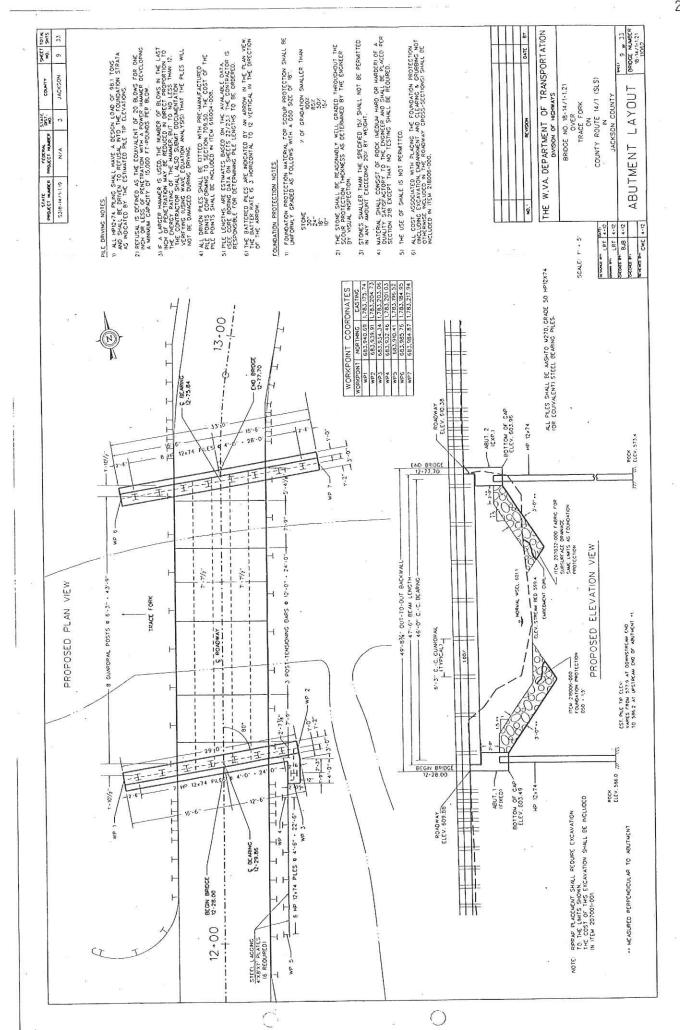
A.W. Wilsons Inspection Company Lobbs, Alabama

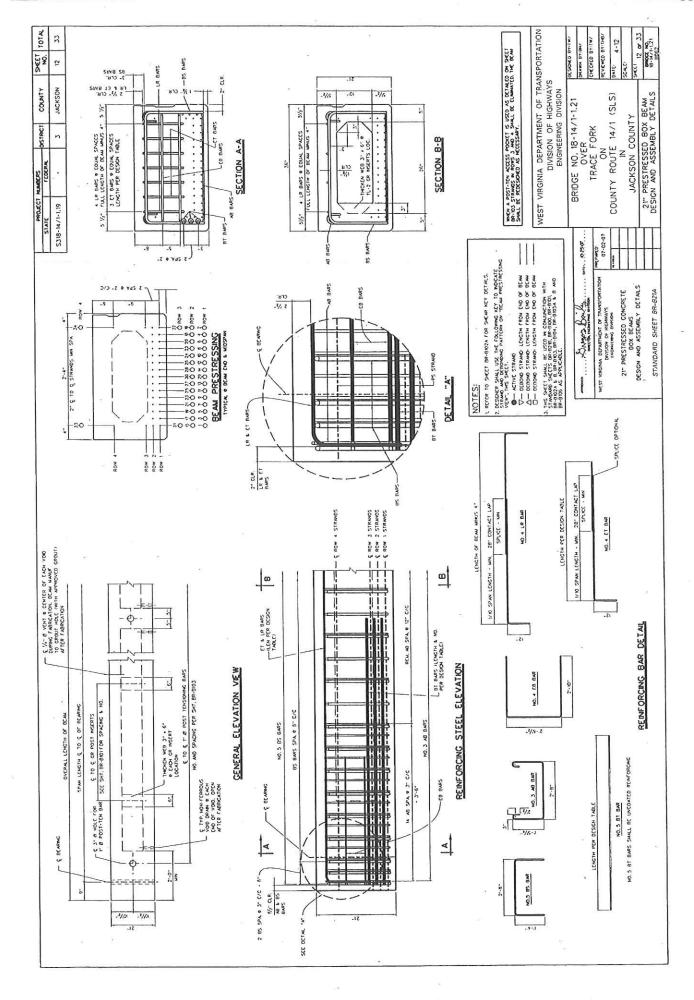
## PRESTRESSED CONCRETE SUPERSTRUCTURE (9) Southern Pines hyspection flureouter Orteons, Louisions

state to the opposition Stondard Plon Latest for except streams, specializes are colors, animognite global and statest for except streams of the statest and statest for the statest statest and statest of part of the statest and statest statest and statest compositions of statest statest statest and statest compositions at the statest statest statest and statest compositions and statest s



BRIDGE NO. 18-14/1-1.21 OVER	TRACE FORK	COUNTY ROUTE 14/1 (SLS	Z	JACKSON COUNTY		CENICO IN OCINE	し こうこうしょう
-	DATE: 5-30-91	11-26-90	MC MACON	16-5	8-93	9.03	2-08
334	one fame & Selder	and an area are	ST VACCION DEPARTMENT OF INCASSION OF ANY	STANDARD BRIDGE PLANS		CENERAL NOTES	STANDARD SHEET BR-ZA





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					ă	ESIGN D	DESIGN DATA FOR 2	21" DEPTH	TH AD	ADJACENT B	BOX BEAM	ų				-	
COAN LENGTH C TO G HEARING	HEARING	-	300	320	340	36-0	38.0.	+00.	420.	440-	460-	*80	200-		MIN	MIN. CONCRETE STRENGTH ®	RELEASE . 5500 PSI
OVERAL LENGTH OF BEAM	KAN	1	+	33-6"	35-6"	37:-6"	3962	4T-6"	H	.95*	47:-6" 49	.96*	51-6"		MIN T	MIN. CONCRETE STRENGTH & 28 DAYS - 8000 PSI	28 DAYS - 8000 PSI
NO. OF 270 KSI, 1/2" O' LOW-RELAXATION	LOW-RELAXATE	Z C	9	9	õ	13	ū	34	¥	2	9	51	92		S S	CROSS-SECTION AREA/STRAND	
10000	, and the second	-	1,2,11,12	1,2,11,12	1,2,11,12	1,2,7,8,13,14	1.2,7,8,13,14 1,2,7,8,13,14 1,2,7,8,13,14	2.7,8,13,14 1,		1,2,7,8,13,14 1,2,	1,2,5,6,9,10, 1,2,5	12,5,6,9,10, 1,2,5	1,2,5,6,9,10,		j		
	Ĭ ĸ	ROW 2	15,16,25,26 15	15,16,25,26	15,16,25,26	15.16,27,28	15,16,27,78	5,16,21,22, 1	15.16.21,22. 15	15,16,21,22, 15,	15,16,21,22, 15,16	15,16,21,22, 15,16	15.16.21,22. 27,28		1		a
STRAND POSITION NUMBER.		ROW 3	İ	T							1				1		
															П		
	Œ	ROW 4	33,34	33,34	33,34	33.34	33.34	33,34	33,34	33,34	33,34 3.	33,34 3	33,34				
PRESTRESSING FORCE MAEDIATELY AFTER STRAND RELEASE, Pol, (MPS/0EAM)	MUEDIATELY AF	TER	327	326	328	198	100	453	454	454	515	216	215		T		
EFFECTIVE PRESTRESSING FORCE AFTER ALL LOSSES, Pag. (KIPS/BEAM)	ING FORCE AFTE	œ.	297	298	298	350	352	403	404	406	454	456	458				
REDURED FACTORED MOMENT • STRENGTH I, No. (FT-KIPS/BEAM)	KOMENT KIPS/BEAM!		359	292	427	465	304	545	568	639	263	246	900				
FACTORED FLEXURAL PESISTANCE, Mr. (FT-KIPS/BEAM)	S/BEAN)		527	527	527	644	644	743	743	743	853	853	953		1		
TOTAL NO. DEBONDED STRANDS	STRANDS			1						1	1	1.			T		
CBONDED STRAND PO		. wow							1		<u> </u>	+					
FROM EACH END		ROW 2							Ì								
NUMBER & LENGTH -4 ET TOP	£1 TOP	1	4.6.4	4.6.4 4.6.4	* 0.5 * 0.5	4.0.5.	.50	3 - 44	34 x S-6"	3 - 4 x 6-0"	3 · · · · · · · · · · · · · · · · · · ·	3 4 3	34		1		
NUMBER & LENGTH -5 8T BOTTOM	81 BOTTOM		-	5.0.5	26	2 - 2	25	2 - 2	25 ,	25	25 2	2 · ·5 · 2 · 6 · 0 · ×	2 · -5 × 60"		T		
	e RELEASE	1	╁	51.0	0.15	0.26	0.27	76.0	0.38	0.38	0.55	H	0.54				
DESIGN CAMBER	e ERECTION		0.23	0.23	0.22	0.40	0.39	0.56	0.55	0.52	$\dashv$		0.71				
(CHCS)	O FINAL		0.24	0.22	0.10	0.40	97.0	0.55	0.49	0.40		0.59	0.43		T		
	NO OF INSERTS REDD.	S RC00.		+	1					+		-					
NUMBER & SPACING OF TL-2 GUARDRAIL INSERTS	C OF FIRST INSERT	SERT									43				T		
	C OF IST INSERT TO C 2nd INSERT EA. END	181								+	6.3						
WEIGHT OF TYPICAL BEAM INCLUDING DIAPHRAGM (TONS)	IEAM INCLUDING		5.2	9.8	10.4	6.04	11.5	12:0	12.6	133	13.8	к.у	14.9		٦		
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## COVERNING SPECIFICATIONS

114\_WEST VIRGINA DEPARTIGENT OF TRANSPORTATION, DIVISION OF INCHINA'S DEPARTMENT STORMS OF VIRGINATIONS FOR BOARDS, ADDRESSES, ADDRESSES TO STORMS OF VIRGINATIONS OF VIRGINAT

AL BEANS ARE DESIGNED IN ACCORDANCE WITH THE ANGHTO LIRTD BRIDGE DESIGN SPECIFICATIONS. SPECIFICATIONS.

### DESIGN NOTES

HL-93 LVT (OAD IN ACCORDANCE WITH THE ANSHTO LRFD BRIDGE DESIGN SPECTATIONS.) ALL STANDARD ADJACENT PRESTRESSED CONCRETE DRIDGE BEAMS ARE DESIGNED TO MEET THE FOLLOWING CRITERIA:

DESIGN LOADS

FUTURE WEARING SURFACE OF 30 PSF OF ROADWAY.

TYPE F PARAPET WEIGHING 321 PLF.

DIAPHRACH DEAD LOAD, NUMBER REQUIRED BASED ON 15:-0" MAX, SPACING.

TWO LAME BROCK WITH AN DVERALL WIDTH OF 24-5" INCL.3". CAP DETWEEN AND GELASI, A CURB-TO-CURB WIDTH OF 22-1", TRANSVERSE POST-TENSONMAG, SEED SEEW.

3. DESIGN STRENGTH AND UNIT STRESSES!

3600 PSI TICHOPARY STRESS LIMTS IN CONCRETE BEFORE LOSSESS
COMPRESSION STRESS LIMT & STRAND RELEASE
COMPRESSION STRESS LIMTS & CONCRETE & SERVICE LIMITER LOSSESS

REAL LIPSOLLEL 

4800 PSI 3600 PSI 3200 PSI 

202.5 KSI 194,4 KSI -270 PSI TENSILE STRESS LIMIT IN CONCRETE & SERVICE INATTER LOSSES.

• FMAL. 1 (PS-0L-LL)

DEBOONG ON SHILDING OF STRANDS TO REDUCE TEMPORARY TENSELS STRESSES IS PERMITTED, HOWEVER DEBONDING IS LANTED TO ADV PER ROW AND 32V TOTAL. IN ON RESTANCES SHILL DUTES STRANDS BE DEBONDED. DEBONDED STRANDS SHALL HE SEPARATED BY AT LEAST ONE TELLY BONDED STRAND AND SHALL BE STRANDIAND SHOULTHEY, OF THE BEAM. SHELDING OF STRANDS SHALL BE ACCOMPLISHED BY TAPING OR TIGHT FITTING PLASTIC

THE ELASTOLIDRE GRAING PAGS PROVOCO IN THE STANDARD DESCRIS MET DISCO ON TEG GRADE AND AME LUMED TO A LANGUAGE OF SCHOOLEY PRESIDENCES OF CANAGES EVECTORS. THIS LUMIT PAGS SHALL BE SPECIFICALLY DESCHOOL NOWYDOWN PAG DESCRIS SHALL BE WE CERTON IN, ANGHROLD FOR SEVELED. SOLE PLATES ARE PERMITTED.

TUBES TAPED AT EACH END.

MAXMUM BEAM SKEW SHALL BE 30 DEGREES.

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

MEGATIVE DESIGN CAMBER ACTER ALL LOSSES IS NOT PERMITTED.

EACH BEAM PROVIDED BY THESE STANDARD DESIGNS HAS BEEN LOAD RATED BY ACCORDANCE WITH SECTION 3.15 OF THE WEST VARGINA DIVISION OF HIGHWAYS BRIDGE DESIGN MANUAL, 2004-ADDITIONALLY, LOAD RAING PROCEDURES HE BY ACCORDANCE WITH THE AMONTO MANUAL FOR CONDITION EVALUATION HAD LOAD AND RESISTENCE FACTOR RATING OF HIGHWAY BRIDGES, 2003.

THE SHEET SHALL BE USED IN CONJUNCTION WITH STANDARD SHEETS BR-BITA & B THRU BR-842A & B, BR-BKOT, BR-BIQA & B, BR-BKO3, BR-BID4, BR-BID5A & B AND BR-BID6 AS APPLICABLE.

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

-AL MID REMORRANG STELL SHALL DE GRADE 60. OCFORNED BELET STELL AND SHALL BE FRONT COATIO EVENT WHERE MOTEO, AL UNEDTHOLD REMYERPENDE SHALL MET THE RECORDING STEM ON JOI, ALL ECT THE COATIO EVENT SHALL MET THE RECORDING SHALL MET THE RECOMMENTS OF AGAING MASH, EXCEPT WHERE AMENDED DY SECTION 709.1 OF THE STANDARD SPECETRATIONS.

ADDITIONALLY. ALL TENSION LAS SPLICES SHALL DE A CLASS B, CONTACT TYPE. MANUMA LAS ANTE OFFICE LOCKING SHALL DE AS CHANNEN HAT ME SPLICE TO ACTU-INS SHELL ADOMINE THE SPLICE THE SPLICE OF THE SPLICE SHALL DE ADOMINE OF THE SPLICE SHALL DE NO CLOSER TO THE CHOO OF THE SPLICE THE SHALL DE NO CLOSER TO THE CHOO OF THE DEAN THAN I'VD OF THE SPAN LÉMETH.

NO.4 AD DARS MAY HAVE A MANUAN DEND DIMITTER OF 4 THAT DIMITTERS.
\*\*NAMILAN CONCEPTE COVER SHALL DE AS SECENÇO IN SECTION 603.5 OF
THE STANDARD SPECIFICATIONS, EXCEPT WHERE NOTED ON THE PLANS. . MINIMUM BAR BENOING DIAMETER SHALL BE 6 BAR DIAMETERS, EXCEPT THAT

## PRESTRESSING STRAND

AL PRESTRESSING STEEL SHALL BE 1/3" OF GRADE 270, 7 WIRE UNCOATED, LOW-RELAXATION STRAND MEETING THE REQUIREMENTS OF AASHTO M203, SUPPLEMENT ST.

-ALL BEAUS DESIGNED IN THESE STANDARDS UTILISE STRANDS WITH A INCHMAN, AREA OF 0.167 SG. NI.
STANDS WITH A PARAMALA, AREA OF 0.133. SO. ALS REPAITED FOR INCINDIAL OF ALTERNAT DESIGNAS.
HOWEVER THE DESIGNATE OF ENCORPAGES TO USE THE LARGER STRAND FOR UNFORBALTY REASONS. IN
NO GASES WILL STRESS-RELEVED STRAND BE PERMITTED.

OF THE BEAN.

\*AL EXPOSED PRESTRESSING STRAND AT EACH BEAM END SHALL BE SHOP COATED WITH A LIQUID COLD-APPLED BITUMHOUS ELASTOACHE WATEPROOTING MEMBANG. MATERIAL SHALL MEET ASTM GBSG-84.

CONCRETE:

\*\*AL CONCRETE USED IN MANIFACTURING PRESTRESSED CONCRETE BEAMS.

\*\*ALL CONCRETE USED IN MANIFACTURING BOAS OF THE STANDARD SPECFFEATURES.

\*\*CETTURE REQUIREMENTS OF SECTION 603.5 OF THE STANDARD SPECFFEATURES.

\*\*DESCA STREAKTHS SHALL MEET OF EXCECT THE MINIMUM VALUES SET FORTH IN THESE PLANS

## ALL CONCRETE USED IN PARAPETS AND CURBS SHALL BE CLASS K CONCRETE. LASTOMERIC REARING PADS!

-ALL BEARNG PAGS SHALL MEET THE APPLICABLE REQUIREMENTS AS SET FORTH IN SECTION 16.2. OF THE AACHTO LIPPO BROCE CONSTRUCTON SPECIFICATIONS, 1998 CONTION WITH CURRENT INTERMS. ALL BEARNOS SHALL DE STEEL REINFORCED AMNATED BEARINGS.

THE ELASTOWER MATERIAL SHALL BE 60 DUROMETERS WITH A MINNUM LOW TEMPERATURE CRADE OF 3 (ZONE C).

ALL STEEL RENFORCING SHALL MEET THE REQUIREMENTS OF AASHTO M270, GRADE 36.

## CUARORAL, CUARDRAL POSTS, TUBING & INSERTS:

ALL WIEGLA CUARDRAL AND ATTACHMENT HARDWARE SALL EE YA ACCREMACE WITH SECTION TIPLS OF THE STANDARD SECRETAINES. COLOREM, POSTS, STRUCTING, UTONG, POST ATTACHMENT INSERTS, AND MEROWARE SALL MEET THE USED WATERAL AND CONTING SECRETAINOR.

	MOTOROGION	COAT SPEC. COAT	COATING SPEC.	SPEC
	The state of the s			
POST	W6-25	AASHTO W270, GR 36	AASHTO	MI
PLATE	1/2. * 7-	AASHTO M270, GR 36	AASHTO	=
TUBING	TS 8x4x3/16	ASTM ASOO, GR B	AASHTO MITI	1117
CHANNE	67*9.8	AASHTO M270, GR 36	AASHTO	
FERRIAE TYPE 2A	1/2" B x 21/3" MON LEN.	ASTM A108 (11L17 STEEL)	AASHTO	M232
WIRE	% ه	ASTW ASIG ODIB STEEL)	AASHTO	W232
Suits	1/2" gr . 8" LONG	ASTM A108 (1045, C.D. STEEL)	AASHTO M232	M232
	١/٧- ه	AASHTO M291, CLASS C	AASHTO	M232
AT JAYTES TANDE 1A	1/2" ET * 5" LONG	ASTM A108 FIZUM STEEL)	AASHTO M232	M232
BOI TS ANCHOR	1/4" 0 x 12" LONG	AASHTO WIGA (TYPE 1, HHI)	AASHTO	M232
100.15	S. B . ALL LEN.	AASHTO MIG4 (TYPE 1, HH)	AASHTO	M232
NUTS.	MITS WITS	AASHTO W291, CLASS C	AASHTO M232	M232
WASHERS	H-1	AASHTO M293	AASHTO M232	W232

\*\*1ACK WELDING OF REMEDRECUENT IS NOT PERMITTED REMEDREDNG CAKES AND LONGITIONAL STEEL SHALL OF ACCOUNTERY THEO WITH APPROVED MEANS TO PREVIOUS PACKING AND MISALIGNARMS.

4-ALL WELDING OF FADRICATED ITEMS, AS SHOWN IN THESE PLANS SHALL DE PA ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF ANSHTOVAWS 015, 2002.

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JACKSON

COUNTY

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FEDERAL PROJECT NAMES

STATE MOLECT MANNER 5318-14/1-1.19 \*\*POST : TEXPONNED THEELD DAMS SHALL DE ONE NICH DIAMETER. LÖD KSSTEEL AND SHALL CONFORM TO ARSHIT UNZO. STEEL THEELD GANGE BE SECONDO TO ALLOW THE USE OF THE WIST AND COUNTERS THAT THEFLO ONTO THE CONTINUE OF THE UNITS AND COUNTERS THAT THEFLO ONTO THE CONTINUE OF THE WANTS AND COUNTERS TO DEVELOR WID MATERIAL RECOMMENDED BY THE SHALL MANUFACTURER TO DEVELOR THE GALL TEXSIE STREAMEN OF THE DAMS PROPRETED VOIL TEST REPORTS SHALL BE PROVIDED FOR EACH MEAN OF STEEL THEFLO BRATE.

COMPY WITH ASTU A 143, CERTIFICATION FOR HOT-DIP GALVANIZING SHALL BE PROVDED BY THE GALVANIZING PLATT. • AL POST-TEKSONG THREAD BARS, MUTS, BEARING PLATES, COUPLERS, AND ANCILLARY HARDWARE SHALL BE HOT-OPPED GLAVAZED IN ACCORDANCE WITH AGAIND WITH THE CALVARIAGE PLAT AGAIND WITH THE ACCOUNTE OUTLITY CONTROL MACKINES TO SAFECUARD AGAINST PROPOSED FURBILITIONALLY CONTROL MCASURES SHALL

. ALL POST-TENSIONING BEARING PLATES SHALL CONFORM TO AASHTO M270, GRADE 36.

### SHEAR KEY CROUT.

SHEAP KEY CROUT SHALL DE A GROUT THAT IS RECOMMENDED DY THE WANNE MEDIEST SETS A POURAGE GROUT APPLICATION NOT THAT BACKED ON THE WANNE AND ENGEST SETS OATA WILL ATTAN A MANUAU OF 1560 PECCONDITIONS SERVED SETS SETS OF SET STRUCTURE.

"THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT FOR EACH PROUTCI, THE GROUT PRE-TEST RESULTS OBTAINED BY THE NOTE ABOVE. THE CONTRACTOR SMALL BE REQUIRED TO PERFORM A NEW PRE-TEST AND SUBMISSION FOR APPROVAL UNDER ANY OF THE FOLLOWING CONDITIONS.

- A PERIOD OF IB WONTS HIG ELWEED SHEE LIGT PRE-MERIONAL TESTING. - - DEPOIT MANCE CHEEK THE REPORT SPECIFICATIONS. - - THE CONTRACTOR ALTES THE WATERSTOON WITHER RATIO. - THE CONTRACTOR ALTES THE WATERSTOON WITHER RATIO. - THE CONTRACTOR CHANGES GROUT WANT ACTURER.

 TEST PROCEDURE FOR DETERMINE THE COMPRESSIVE STRENGTH OF GROUT SHALL USE CURE
SPECIMENS IN ACCORDANCE WITH ASTA C109, AS WOOFINGD BY ASTA C107, GROUT TESTING IN
ACCORDANCE WITH AJGHTO T23 (STANDARD CYLINGER TESTI IS NOT ACCEPTABLE. . THE CONTRACTOR IS REQUIRED TO COMPLETE THE GROUT STRENGTH TABLE ON BR-8103.

PROTECTIVE SIGNERE TREADMENT.

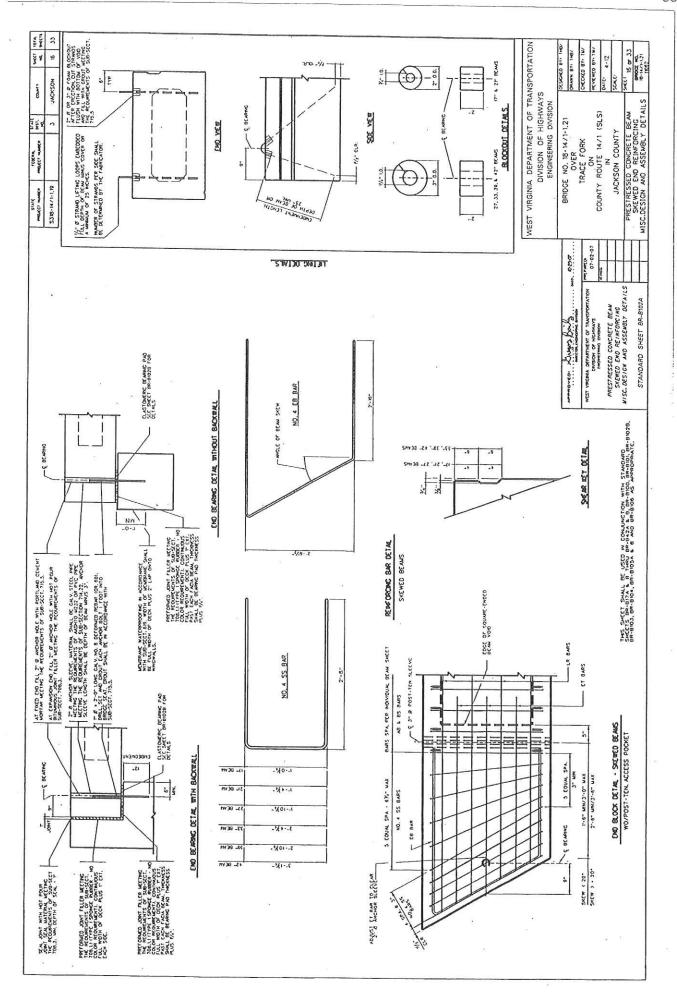
• EACH PRESENTINGSON CONCRETE GRAM SHALL DE TREADMEN STUDIER AT THE PROSENTING PROMOTING TO CONCRETE STAKES FOLKNET, AN APPROVED LET OF CONCRETE STAKES AND ON THE AT THE WEST VIRGON WONSON OF IMPANAYS, MATERIALS, COUNCRETE STAKES AND ON IT LAT THE WEST VIRGON WONSON OF IMPANAYS, MATERIAL SCHOLLOF TOP AND BOTTOM OF INTERPRESENTATION OF TOP AND BOTTOM OF INTERPRESENTATION OF THE WAY. AND TOP, BOTTOM AND EXTERNOR SOC OF EXTEROR SOC OF EXTEROR SOC OF EXTEROR

A ATTR COMMETTION OF THE SLAME TREATMENT BY FABRICATOR AND A MANABAL OF FIVE WORKNED DAYS PRIOR TO SARPHENT OF THE BRANE, THE FABRICATOR SHALL BE RESPONSIBLE FOR ADASON'S BLACK CIECAMON TO COLOUR THE THE INTERIOR 2005 OF BRANE FOR THE TALL LIMETANCE, CLEAN WHITE COMMETTE SHALL MEAN PERONAL OF ALL DRIV, GREAK, OU, AND LODGE COMMETTE LATANCE AND PROVIDE A ROLDGENET SHAFFACE, BLASTING MEDIUM SHALL BE APPROVED. RATE SHALL BE PER TREATMENT MANUFACTURER'S RECOMMENDATION.

BY THE DIVISION OF HIGHWAYS.

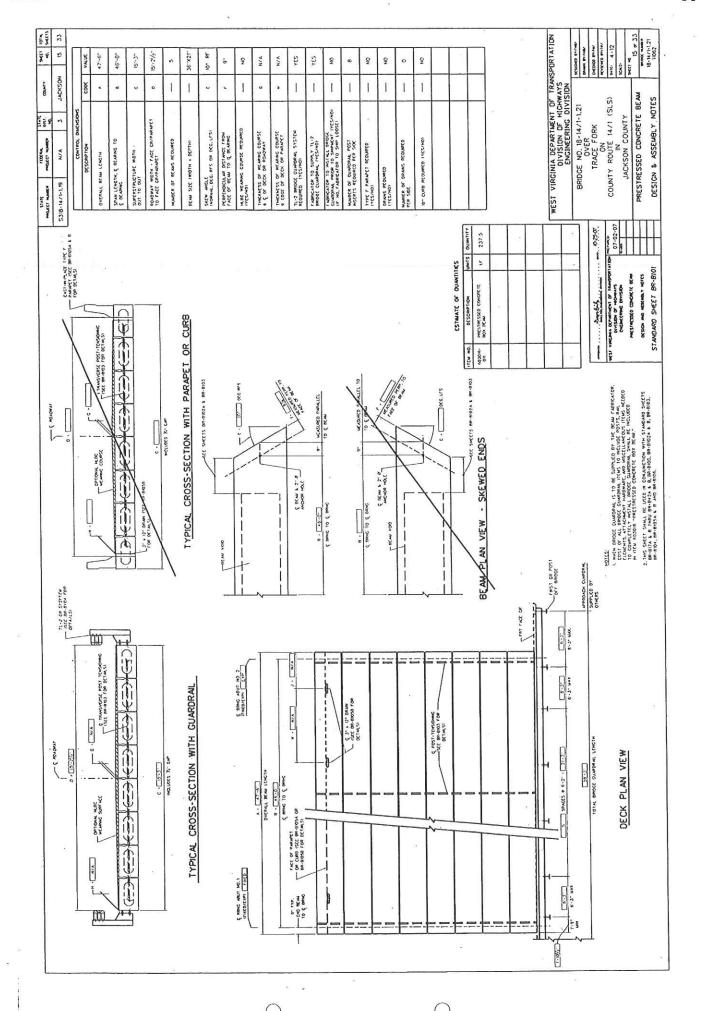
SUDD DRAWNEDS:
THE CABINITION SHALL BE RESPONSIBLE FOR THE PREPARATION OF SHOP DRAWNEDS IN ACCORDANCE WITH THE WEST VIRGINAL DIVISION OF HIGHWANS TO COLOURINGS, DON'S AND THE STANDARD SECRETIONES, MOTIVORAL WIGHTON IN SCHOOL OF SECRETION OF THE PRODUCE COSCION SHANDAY, SHOP DOWNEDS SHALL RICLIOR THE FARBICATIONS OF COSCIONAS PLAN.

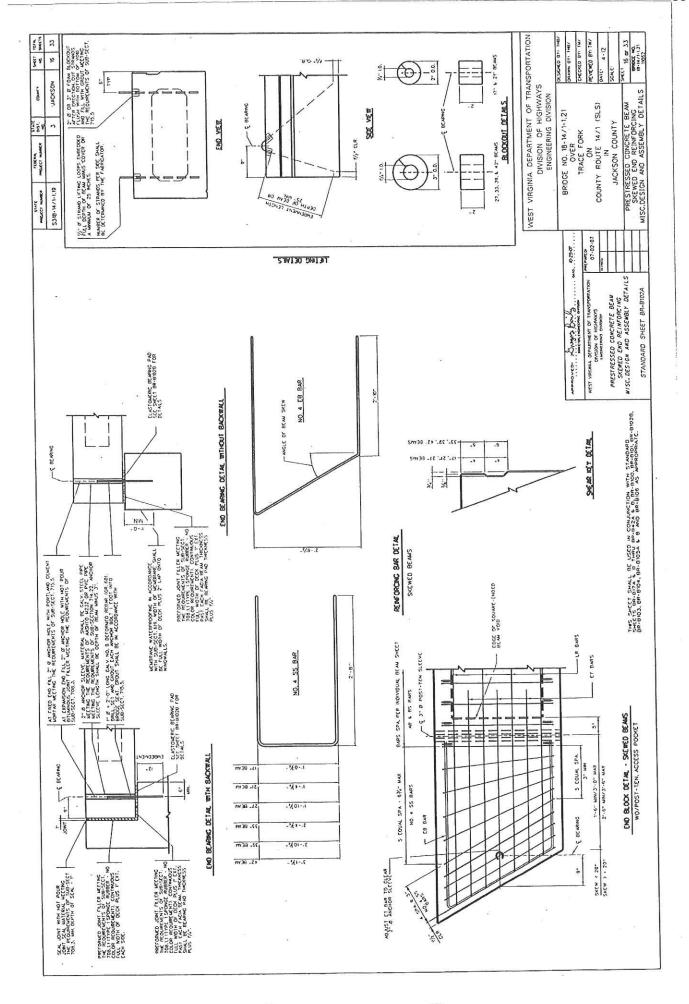
OF TRANSPORTATION IGHWAYS DIVISION	OCSIONCO BESTINES	Seine ented	DEDEC ENTEN	ACVICACO STITUS	) parc. 4-12	SCAC	24ct #6 13 9 33	L	1962
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS ENGINEERING DIVISION	10 1-17 NI-OF ON TOOMO	DAIDGE NO. 18-147 1-12	TRACE FORK	Z	COUNTY ROUTE 14/1 (SLS)	Z	JACKSON COUNTY	PRESTRESSED CONCRETE BEAM	DESIGN & ASSEMBLY NOTES
			Amphil DOSO	lade (van, inchestume, sounds)	west vincenta Operating of Hangagatation recently	STEER ADISIANO DIMENSIONE	PRESTRESSED CONCRETE BEAM	DOSIGN & ASSEMBLY MOTES	CTANDADO CHEFT RR-RIDO



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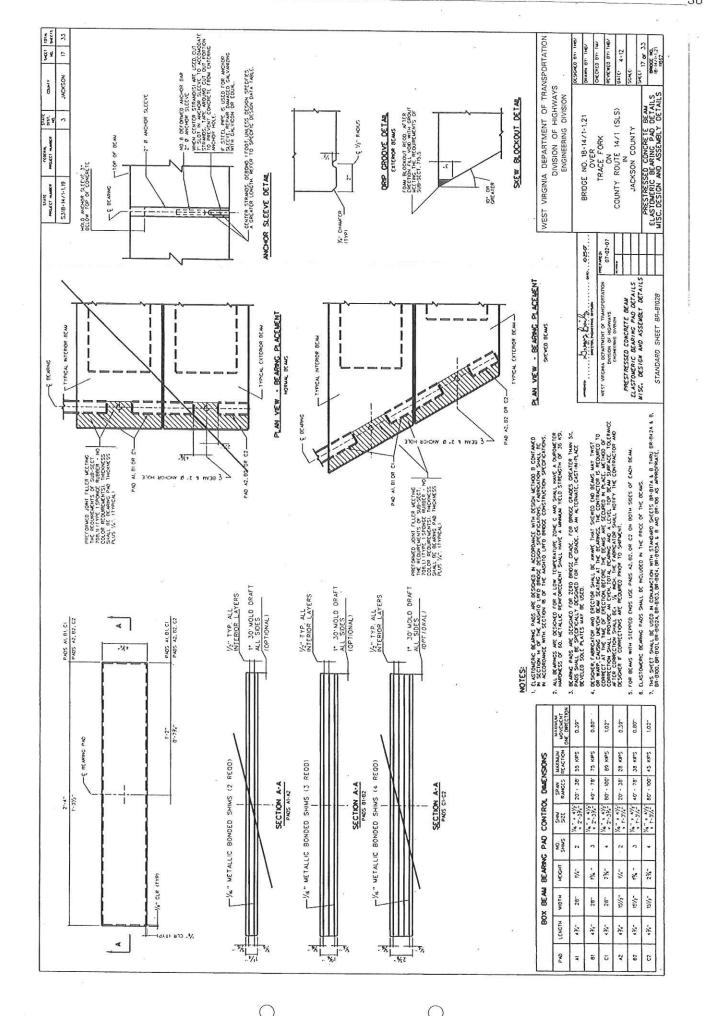
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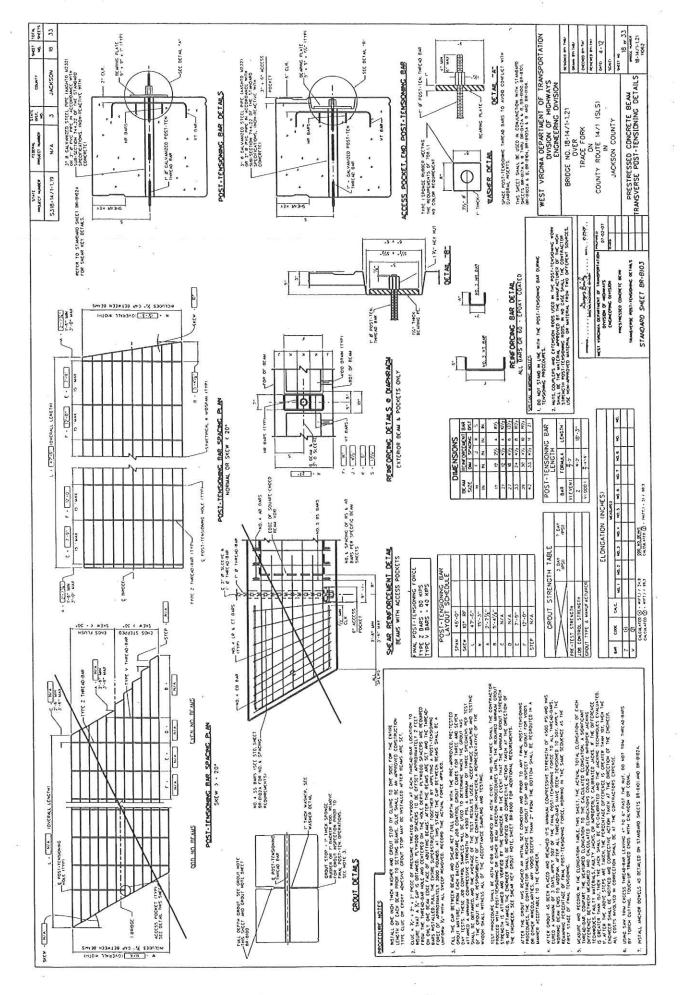




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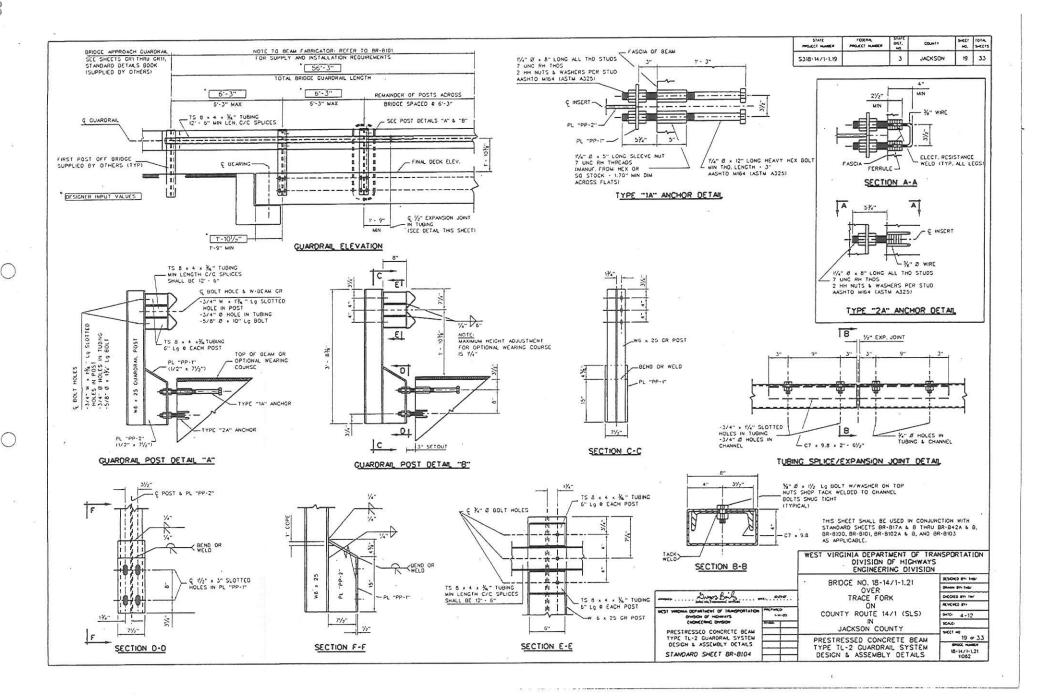
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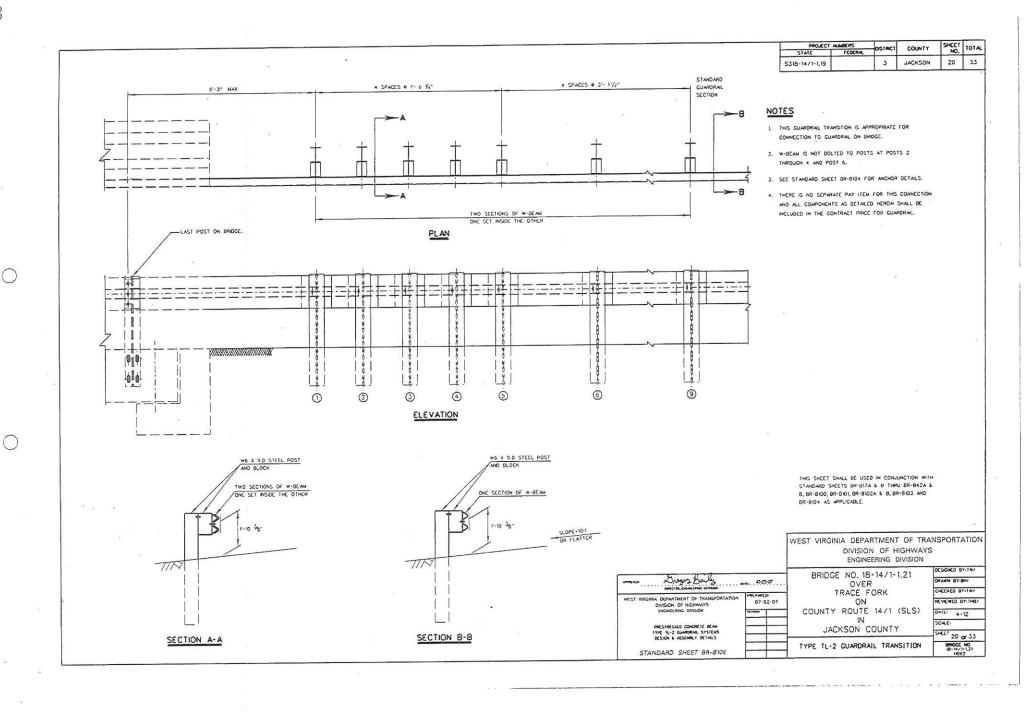


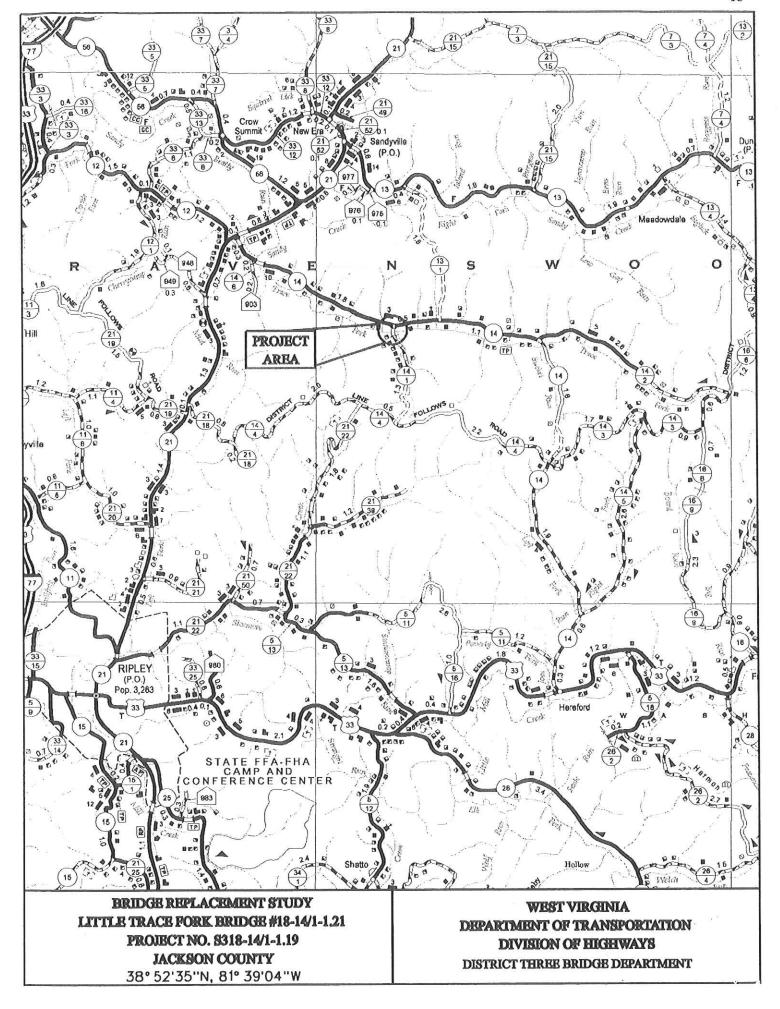


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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Solicitation	
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Ö

NUMBER 03120615 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ALAN CUMMINGS 304-558-2402

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9	P

709042451 304-425-8955 ASTERN VAULT COMPANY INC O BOX 1134

24740 RINCETON WV

DIVISION OF HIGHWAYS JOBSITE SEE SPECIFICATIONS

DATE PRINTED 09/04/2012 BID OPENING DATE: :30PM OPENING TIME 09/19/2012 CAT NO. AMOUNT ITEM NUMBER UNIT PRICE QUANTITY UOP LINE ADDENDUM NO. 01 ISSUED TO EXTEND BID OPENING DATE AND TIME PER THE ATTACHED DOCUMENTATION 210-16 0001 362.50 1 CONCRETE BEAMS, CHANNELS, PRESTRESSED 71,362.50 03120615 \*\*\*\*\* TOTAL: THIS IS THE END OF RFQ HECEIVE 2012 SEP 17 AM 10: 19 W PURCHASIN DIVISION TELEPHONE SIGNATURE 304-465 8955 BRIAN STRUBLE ADDRESS CHANGES TO BE NOTED ABOVE 55-0540255 MANAGER WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## SOLICITATION NUMBER: 03120615 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

#### Applicable Addendum Category:

1	<b>/</b> ]	Modify bid opening date and time
[	l	Modify specifications of product or service being sought
[	I	Attachment of vendor questions and responses
[	1	Attachment of pre-bid sign-in sheet
[	I	Correction of error
1	I	Other

#### Description of Modification to Solicitation:

Issued to extend bid opening date and time:

From: 09/05/2012 at 1:30 P.M. To: 09/19/2012 at 1:30 P.M.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: 03120615

**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:

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

Company

Authorized Signature

9-14-12

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012



VENDOR

DATE PRINTED

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

Solicitation \_\_\_\_

SHIP

03120615

NUMBER

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ADDRESS CHANGES TO BE NOTED ABOVE

ALAN CUMMINGS

\*709042451 304-425-8955 EASTERN VAULT COMPANY INC PO BOX 1134

DIVISION OF HIGHWAYS JOBSITE SEE SPECIFICATIONS

PRINCETON WV 24740

FEIN

SENERAL MANAGER

D 9 / D 6 IID OPENING DATE LINE	QUANTITY UOP	CAT. ITEM NUI	BID OPENING TIM  MBER UNIT PRICE	
	ISSUED TO AMEND DOCUMENTATION.	ADDENDUM NO. SPECIFICATIONS	02 PER THE ATTACHED	
0001	LS 1 CONCRETE BEAMS,	210-16 CHANNELS, PRES	TRESSED	\$71,362.50
	***** THIS IS	THE END OF RFQ	03120615 *****	TOTAL \$ 71,362.50
GNATURE 2	1. Day BRIAN F	STRUBLE	TELEPHONE 304-425-895	55 DATE 9_14-12

55-0520255

# SOLICITATION NUMBER: 03120615 Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

[ ]	Modify bid opening date and time
[ 🗸 ]	Modify specifications of product or service being sought
[ 🗸 ]	Attachment of vendor questions and responses
[ ]	Attachment of pre-bid sign-in sheet
[ ]	Correction of error
[ ]	Other

### Description of Modification to Solicitation:

Applicable Addendum Category:

Issued to modify the specifications per the attached. See attachment A. Bid opening date and time remain unchanged as 09/19/2012 at 1:30 P.M.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

# ATTACHMENT A

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: 03120615

**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)

9		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 any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

EASTERN VAUGE Co., INC.

Company

Authorized Signature

9-14-12

Date

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

Revised 6/8/2012

#### 03120615

### ADDENDUM NO. 2

### QUESTION ONE:

Information on Page 6 of the RFQ states the job is to be completed in 40 days, but that does not seem to be a doable time-frame.

### ANSWER:

The District Three Bridge Department will accept that the vendor will have 90 days to complete work after receipt of notice to proceed.

Rev. 07/12

# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

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

1.	Application is made for 2.5% resident vendor preference for the reason checked:  Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,	
2. /	Application is made for 2.5% resident vendor preference for the reason checked:  Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,	
3.	Application is made for 2.5% resident vendor preference for the reason checked:  Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,	
4	Application is made for 5% resident vendor preference for the reason checked:  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,	
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,	
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.	
7.	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.  Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.	
require against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.	
authoriz	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and test the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information if by the Tax Commissioner to be confidential.	
Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing/Division in writing immediately.		
Bidder:	EASTERN VAULT CO., INC. Signed: 1) The	
Date	8-31-12 Title GENERAL MANACER	

RFQ No. 03 120615

# STATE OF WEST VIRGINIA Purchasing Division

## **PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

#### **DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE
Vendor's Name: EASTERN VAULT Ca, INC.
Authorized Signature: BRIAN P. STRUCE Date: 9-4-12
State of West Virginia
County of Mercec, to-wit:
Taken, subscribed, and sworn to before me this 4 day of September , 2012.
My Commission expires
AFFIX SEAL HERE NOTARY PUBLIC Transactions
OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA

FRANCES J. McKINNEY
RT. 2 BOX 347
PRINCETON, WV 24740
My commission expires October 18, 2015