

P.O. Box 2511 Offices & Plant 327 Glass Addition Road Poca, WV 25159 (304) 755-5638 or 1-800-388-3644 Contractors License # WV013262 www.wvsteelcorp.com



"AISC member since 1998"

To: Department of Administration Purchasing Division Attn: Angela Moorman Date: 02-11-15 Page 1 of 2 Quote No. WVS-02112015 Subject: DOT 1500000044

Subject to terms and conditions we are pleased to quote the following material:

Structural Steel (See Clarifications)

\$ 83,977.74 + tax

Charpy Testing

\$ 556.00 + tax

Total:

\$ 84,533.74 + tax

CLARIFICATIONS:

Quotation will become part of the contract or purchase order and quoted price will expire after March 13, 2015.

Drawings Acknowledged: NONE RECEIVED.

Specs Acknowledged: Per Solicitation DOT 1500000044 dated 2015-01-14

Addendum Acknowledged: NONE RECEIVED

EXCLUSIONS:

All material, misc. framing and supports not listed in drawings acknowledged/clarifications above – **Bonds – Bollard covers – Exterior canopy framing – No uplift shown. None considered – Roof hatch** - Misc. steel trim – Fasteners not related to Structural steel - Grout - Field measurements - Cost of testing and inspection – Taxes - Cast iron products - **Erection** - Wire ties – Mechanical Lintels - Aluminum products - Moment connection design - Field or touch-up paint – Bollards Sleeves - Gauge materials - Stainless steel products - Liquidated damages - Finish Painting - Masonry Anchors – Commercial Blasting – Contingencies – Allowances – **PE Stamp** - Fencing – Any additional Metal decking or accessories not shown in Clarifications above – Misc. Steel stairs, rails, ladders, top of wall supports, etc (not shown) – Flexible or rubber closure strips – **West Virginia Steel Corp. is an AISC member.**

F.O.B. Trucks Job site: Beckley, WV (Terms and Conditions page 2 of 2) **Quotation valid through March 13, 2015**

| ACCEPTED: | Respectively Submitted, |
|-----------|--|
| Company | West Virginia Steel Corporation |
| Name | Passacritement and the second and th |
| Title | |
| Date | By Eugene Manns |
| | Project Estimator |

02/11/15 09:14:16 WV Purchasine Division

West Virginia Steel Corporation

Terms and Conditions

- 1. Federal or state taxes now or hereafter imposed in respect to this quotation shall be for the account of the buyer.
- 2. Cancellation is not permissible after work is in progress.
- 3. We agree to furnish only materials listed above at price quoted.
- 4. Contingencies beyond control shall be sufficient excuse for any delay in delivery.
- 5. All quotations subject to change without notice.
- 6. AISC part 5 specifications to govern this proposal.
- 7. Final payment due 30 days after final invoice. Title passes upon full payment.
- 8. Unless noted otherwise all material quoted F.O.B. trucks destination.
- Quotation subject to review after period shown on quotation and a finance charge of 1 ½% per month (18% per year) for accounts over 30 days past due.
- 10. This contract may be amended or modified only by a change order authorization acknowledged by both parties. The subcontract documents shall not be construed to create a contractual relationship of any kind.
- 11. The Fabricator shall have the benefit of all rights, remedies and redress against the Contractor which the Contractor has against the Owner.
- 12. The Contractor shall provide adequate storage areas for Fabricator's materials and equipment during the course of work.
- 13. The Contractor shall promptly make available to the Fabricator information, including information received from the Owner, which affects this Subcontract.
- 14. The Contractor shall not give instructions or orders directly to the Fabricator's employees unless so designated as authorized representatives of the Fabricator.
- 15. The Contractor shall permit the Fabricator to request information directly from the Architect pertaining to the project.
- 16. The Contractor shall furnish the Fabricator, within 30 days of written request, information necessary and relevant for the Fabricator to give notice or enforce lien rights.
- 17. Contractor's claims for services provided the Fabricator shall require:
 - 1. Seven days' prior written notice except in an emergency
 - 2. Written compilations to the Fabricator of services and materials provided and charges no later than the fifteenth of the following month.
- 18. If the product produced by the Fabricator has errors that are discovered during jobsite erection the Contractor must provide written notification of the problems. The Contractor must allow seven days for the errors to be corrected by the Fabricator. If after seven days the Fabricator has not provided a correction or solution to the said error, the Contractor may take actions to correct the errors and deduct the reasonable costs from the payments then or thereafter due to the Fabricator. If the contractor fails to give the fabricator 7 days written notice of any error, and corrects the error, the fabricator shall not be responsible for any charge.
- 19. The Fabricator shall supervise and direct the Fabricator's Work, and shall cooperate with the contractor in scheduling and performing the Fabricator's Work to avoid conflict, delay or interference with the work of the Contractor or Owner.
- 20. If the Contractor does not pay the Fabricator through no fault of the Fabricator, within three days from the time payment should be made as provided by this agreement, the Fabricator may, without prejudice to any other available remedies, upon three additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been collected. The Subcontract sum shall be increased by reasonable costs for demobilization, delay, and remobilization.
- 21. Any claim arising out of or related to this Subcontract shall be subject to mediation and binding arbitration. The parties agree to share any mediator's fees and filing fees. The mediation shall be held in a mutually agreed upon location.
- 22. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 23. In case of termination for the Owner's convenience, the Fabricator shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with 10% overhead and profit on the work not executed.
- 24. Contractor shall make progress payments upon receipt of payment applications submitted on or about the 20th of each month.
- 25. Upon receipt of payment form Contractor, Fabricator shall issue partial lien releases for the pertaining pay application.
- 26. Fabricator agrees to, and does hereby, indemnify, save harmless and forever defend Owner from and against all mechanics liens or claims of materialman, laborers or Fabricators upon receipt of full payment.
- 27. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.
- 28. The terms and conditions of this quotation shall be incorporated into the contract and survive the contrary.
- 29. A finance charge of 1-1/2% per month (18%per year) will be assessed to accounts over net 30 days.



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

State of West Virginia Request for Quotation 19 — Highways

| F | Proc Folder: 68621 | | |
|-------------|-------------------------|-------------------------|---------|
| | oc Description: HP10 | X 42 STEEL PILING | |
| Р | roc Type: Central Purch | nase Order | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2015-01-14 | 2015-02-11 13:30:00 | CRFQ 0803 DOT1500000044 | 1 |

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| PURCHASING DIVISION | | | | |
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| endor Name, Address and Telephone Number: | |
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FOR INFORMATION CONTACT THE BUYER

Crystal Rink
(304) 558-2402
crystal.g.rink@wv.gov

Signature X

FEIN #

DATE

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

| THY()(G)(C) T() | | SHIPTO | |
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| DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN | | DIVISION OF HIGHWAYS DISTRICT TEN | |
| PRINCETON | WV 24740 | 270 HARDWOOD LN PRINCETON | WV 24740 |
| US | | US | |

| Line √ | Comm Ln Desc | Qty | Unit Issue | Unit Price | |
|--------|-------------------------------------|-------------|------------|------------|-------------|
| 1 | HP 10 X 42 STEEL PILING 30' LONG | 63000.00000 | LB | • 45G5 | Total Price |

| Comm Code | Manufacturer | | | |
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| - Indicator Ci | Specification | Model # | | |
| 11101704 | | | | |
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Extended Description:

HP 10X42 STEEL PILING 50 PIECES AT 30 FEET LONG

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| DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN | | DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN | |
| PRINCETON | WV24740 | PRINCETON | WV 24740 |
| US | | US | |

| Line / | Comm Ln Desc | Qty | Unit Issue | Unit Price | |
|--------|----------------------------------|--------------|------------|------------|-------------|
| 2 | HP 10 X 42 STEEL PILING 30' LONG | 120960.00000 | LB | . 4565 | Total Price |

| Comm Code | Manufacturer | Specification | | |
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| 11101704 | | Specification | Model # | |
| 11101704 | | | | |
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Extended Description :

HP 10X42 STEEL PILING 72 PIECES AT 40 FEET LONG

| | Document Phase | Document Description | Page 3 |
|---------------|----------------|------------------------|--------|
| DOT1500000044 | Final | HP10 X 42 STEEL PILING | of 3 |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

CERTIFICATIONAND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

WY STEEL CORPORATION

Engline Mann, EUGENE MANNS, ESTIMATOR

304-155-5638 2-11-15 (Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT1500000044

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 N (Check the bo | Jumbers Recox next to ea | eived: ch addendum rec | eived) | |
|----------------------------------|--------------------------|---------------------------|----------|--|
| | Addendum | 1 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 |
| discussion held | d between V | endor's represent | tativas | Idenda may be cause for rejection of this bid. made or assumed to be made during any oral and any state personnel is not binding. Only e specifications by an official addendum is |
| Company Cuclus Authorized Sign | SEEL C | ORPORAT UNS | ION | <u> </u> |
| 2-11-1 Date | 5 | | | |
| | addendum ssing. | acknowledgemen | t should | d be submitted with the bid to expedite |