



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

State of West Virginia  
 Request for Quotation  
 19 - Highways

RECEIVED

2020 APR 13 PM 2:15

WV PURCHASING  
 DIVISION

Proc Folder: 682104

Doc Description: ADDENDUM 3 LIQUID ASPHALT STORAGE TANK (04200907)

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-19	2020-04-14 13:30:00	CRFQ 0803 DOT2000000134	4

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

West Virginia Tractor Company  
 P.O. Box 473  
 Charleston, WV 25322  
  
 304-346-5301

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Husted  
 (304) 558-2402  
 crystal.g.husted@wv.gov

Signature X  FEIN # 550621644 DATE 3-19-20

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

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF A LIQUID ASPHALT STORAGE TANK PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FOUR P O BOX 4220 CLARKSBURG WV26302-4220 US		DIVISION OF HIGHWAYS MARION COUNTY HQ 916 COUNTRY CLUB RD FAIRMONT WV 26554 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	LIQUID ASPHALT STORAGE TANK	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
24111803			

Extended Description :  
LIQUID ASPHALT STORAGE TANK

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2020-03-09

# ATTACHMENT A

**SOLICITATION NUMBER: CRFQ DOT2000000134**  
**Addendum Number: 3**

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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:**

- 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:**

1. To extend bid opening date to April 14, 2020 at 1:30 PM

**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.: DOT2000000134**

**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)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> 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.

West Virginia Tractor Company

Company



Authorized Signature


3-19-20

Date

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


Revised 6/8/2012

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 President  
\_\_\_\_\_  
(Name, Title)  
Gary W. Grady, President  
\_\_\_\_\_  
(Printed Name and Title)  
P.O. Box 473 Charleston, WV 25322  
\_\_\_\_\_  
(Address)  
304-346-5301 304-346-5305  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
wvtractor@msn.com  
\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

West Virginia Tractor Company

\_\_\_\_\_  
(Company)  
 President  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)  
Gary W. Grady President  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)  
3-19-20  
\_\_\_\_\_  
(Date)  
304-346-5301 304-346-5305  
\_\_\_\_\_  
(Phone Number) (Fax Number)

**West Virginia Ethics Commission**  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

West Virginia Tractor Company

P.O. Box 473

**Name of Contracting Business Entity:** \_\_\_\_\_ **Address:** \_\_\_\_\_  
Charleston WV 25322

**Name of Authorized Agent:** Gary W. Grady **Address:** Charleston, WV 25322

**Contract Number:** DOT20\*134 **Contract Description:** Liquid Asphalt Storage Tank

**Governmental agency awarding contract:** WVDOT-Highways

Check here if this is a Supplemental Disclosure

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

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

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

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

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

Gary and Christine Grady  
Steve Basham  
Susan Martin

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

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

**Signature:** *Gary W. Grady* **Date Signed:** 3-19-20

**Notary Verification**

State of West Virginia, County of Kanawha:

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

Taken, sworn to and subscribed before me this 18 day of March 2020.

*Steven B. Basham*

Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



OFFICIAL SEAL  
NOTARY PUBLIC  
STATE OF WEST VIRGINIA  
Steven B. Basham  
West Virginia Tractor Co. Revised June 8, 2018  
PO Box 473  
Charleston, WV 25322  
My commission expires August 12, 2022

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: West Virginia Tractor Company

Authorized Signature: *[Signature]* Date: 3-19-20

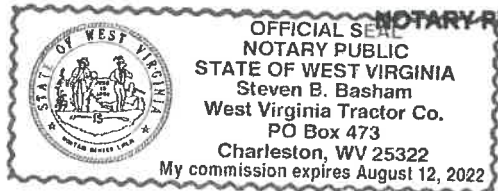
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 19 day of March, 2020.

My Commission expires August 12, 2022.

**AFFIX SEAL HERE**



*Steven B. Basham*



# 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 Vendor Preference, if applicable.

**1. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia, 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**,
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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% 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% vendor preference for the reason checked:**

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

**4. Application is made for 5% 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% 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% 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.

**8. Application is made for reciprocal preference.**

- Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**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: West Virginia Tractor Company


Signed: 

Date: 3-19-20

Title: President

Exhibit A Pricing Page

CRFQ DOT2000000134

Item Number	Quantity	Unit of Measure	Description	Unit Cost	Total Cost
1	1	Each	Liquid Asphalt Storage Tank E. D. Etnyre	\$64,990	\$64,990
<b>Grand Total</b> 					\$64,990



# CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)  
01/07/2020

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

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


<b>PRODUCER</b> Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481	<b>CONTACT NAME:</b> Sentry Customer Service
	<b>PHONE (A/C, No, Ext):</b> 800-473-6879 <b>FAX (A/C, No):</b> 800-514-7191
<b>EMAIL ADDRESS:</b> businessproducts_direct@sentry.com	
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> Sentry Select Insurance Company	<b>NAIC #</b> 21180
<b>INSURER B :</b>	
<b>INSURER C :</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**COVERAGES      PROD / CUSTOMER ID:      CERTIFICATE #: 1311744      REVISION #:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>GARAGE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS			A0053698001	04/01/2020	04/01/2021	AUTO ONLY (Ea accident)	\$ 500,000
							OTHER THAN AUTO ONLY	EA ACCIDENT \$ 500,000 AGGREGATE \$ 2,500,000
A	<input type="checkbox"/> <b>GARAGE KEEPERS LIABILITY</b> <input type="checkbox"/> LEGAL LIABILITY DIRECT BASIS <input type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS			A0053698001	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> COMP / OTC SPECIFIED PERILS    LOC    1	\$ 250,000
							<input checked="" type="checkbox"/> COLLISION    LOC    1	\$ 250,000
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		X	A0053698005	04/01/2020	04/01/2021	EACH OCCURRENCE	\$ 500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 500,000
							GENERAL AGGREGATE	\$ 1,500,000
							PRODUCTS - COMP/OP AGG	\$ 1,500,000
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			A0053698008	04/01/2020	04/01/2021	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 6,000,000
							PRODUCTS - COMP/OP AGG	\$ 6,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under REMARKS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$	
						E.L. DISEASE - EA EMPLOYEE	\$	
						E.L. DISEASE - POLICY LIMIT	\$	

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Refer to attached

<b>CERTIFICATE HOLDER</b> WV DOH 83 Brushy Road Xing PO Box 610 Buckhannon, WV 26201-0610	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



AGENCY CUSTOMER ID: XXXXXX1855

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

<b>AGENCY</b> Melanie Rosenbaum		<b>NAMED INSURED</b> West Virginia Tractor Co.	
<b>POLICY NUMBER</b> A0053698001			
<b>CARRIER</b> Sentry Select Insurance Company	<b>NAIC CODE</b> 21180	<b>EFFECTIVE DATE:</b> 04/01/2020	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 30    FORM TITLE: Certificate Of Garage Insurance

**General Liability**

WV DOH AND STATE OF WEST VIRGINIA ARE ADDITIONAL INSURED ON THE GENERAL LIABILITY, PER THE POLICY PROVISIONS IF REQUIRED AS SUCH IN WRITTEN CONTRACT WITH THE NAMED INSURED. GARAGE LIABILITY INCLUDES THE AUTOMOBILE LIABILITY. ANY AUTO COVERAGE INCLUDED. EXCESS/UMBRELLA LIABILITY FOLLOWS FORM.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WV DOH	ALL LOCATIONS Description: SERVICE WORK PERFORMED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

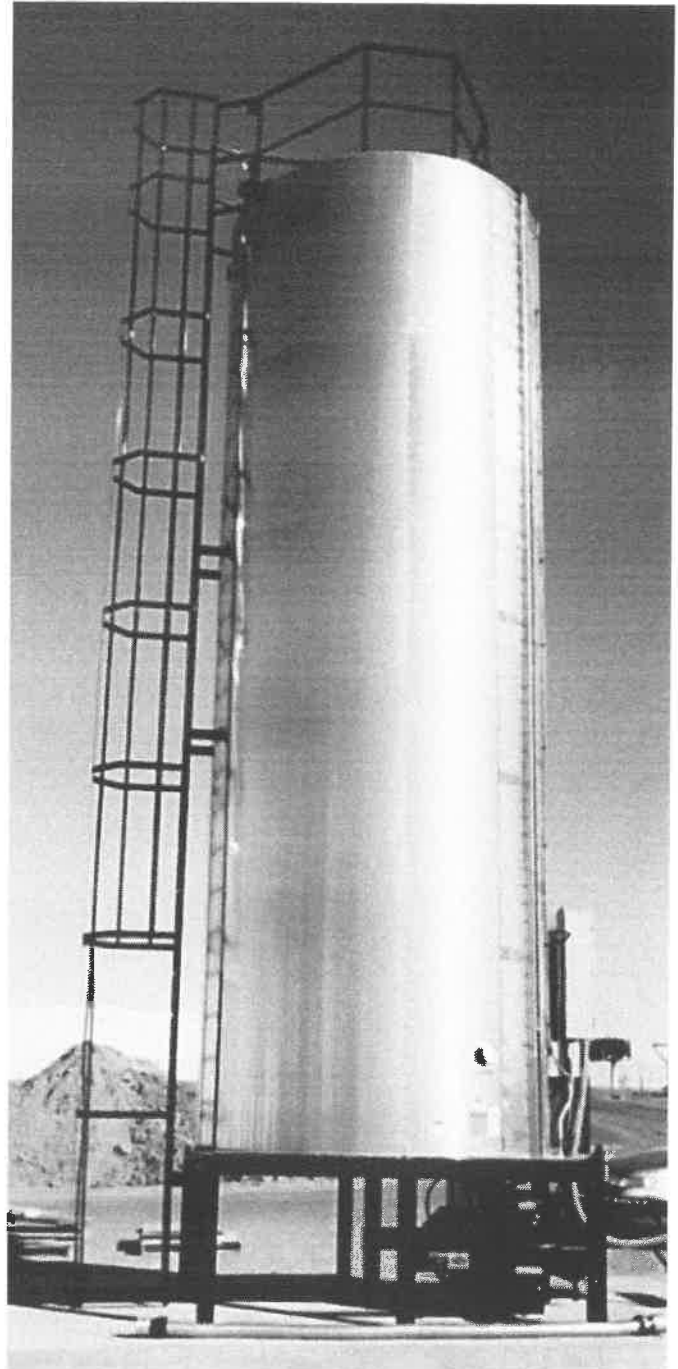
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



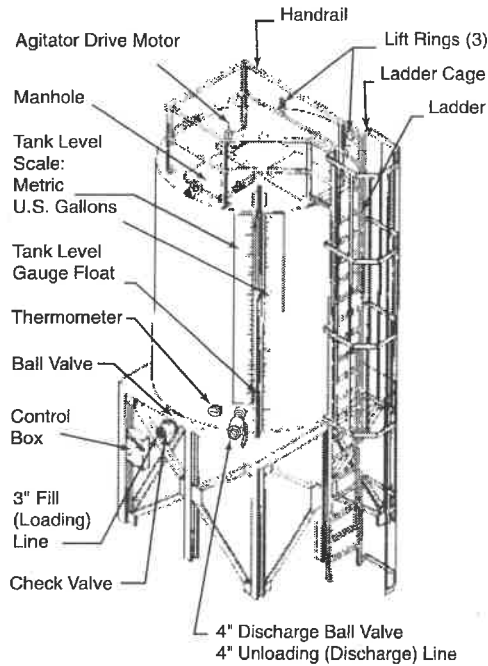
# ETNYRE Vertical Tanks for Modified Asphalt Emulsions Storage

- 7000 gallon capacity
- Gravity discharge
- Insulated and jacketed.
- Fully automatic electric heat controls.
- Electric driven emulsion agitation system.
- Safety access ladder and top platform.
- Optional electric pumping system (load - unload).

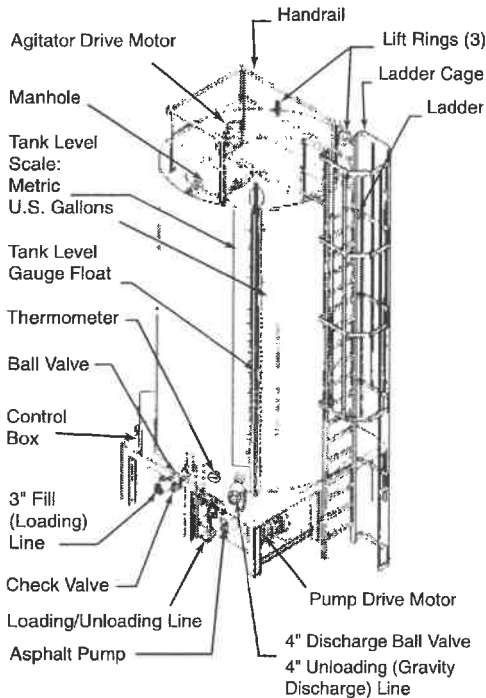
**Ideal asphalt emulsion storage system for filling smaller street patcher and maintenance type units.**



# General Description



## Standard Gravity Storage Tank



## Storage Tank with Optional Pump

# SPECIFICATIONS 7000 Gallon Tanks (gravity flow)

## STANDARD EQUIPMENT

1. 7000 gallon tank 8'-0" diameter by approximately 19' high.
2. Made from 1/4" carbon steel.
3. Tank insulated with 3" fiberglass and covered with aluminum jacketing for all weather protection, including bottom and top.
4. Tank erected on and attached to steel stand to place bottom of tank 7'-0" above ground, 3'-0" above ground with option "A" (pump).
5. Equipped with ladder and safety rail to provide access to door on top of tank. Ladder is enclosed to meet OSHA specifications as shown on plans.
6. Equipped with a minimum of nine (9) 800 watt electric heat strips (7,200 watt total), (220 volts), attached to the outside bottom of tank as shown on plans. Thermostat control 240 volt single or 3 phase. All tanks must have the ability to maintain a temperature of 160° F. when the outside temperature is a negative 10° F.
7. Equipped with one (1) 3" steer lever control ball valve for loading and one (1) 3" check valve on inlet and drain line. All are to be thermo taped and insulated.
8. Loading hose 3" diameter and 12' long flexible steel with quick coupler at tank end.
9. Built-in float gauge for measuring liquid, reading both English and Metric.
10. Equipped with electric driven motor 1 HP single or 3 phase 220 volt, two (2) bladed agitator, RPM designed for agitation emulsions, with automatic timer capable of agitating from 5 to 30 minutes, in one minute increments, at set times on any given day of the week.
11. One (1) temperature gauge, 4" dial type 50° F. to 200° minimum.
12. Concrete pad and steel support plates to be constructed by customer as per attached plans. Customer will be responsible for required welding to foundation pads.
13. Wiring from storage tank control boxes to power supply to be done by customer.
14. All plumbing to be done by vendor.
15. One (1) 110 volt G.F.I. plug.
16. Vendor will construct sufficient hooks on the tank for unloading and lifting onto pad. Cranes for doing this will be provided by customer. Vendor must notify customer 48 hours prior to delivery.
17. Customer will provide welder to weld legs to lag plates on pads as directed by contractor.
18. Tanks and structures must meet all applicable Federal And State codes including electrical components and wind velocity requirements. Successful bidder shall certify that tanks and structures meet such laws & codes.
19. Tank and all attachments to have a one (1) year warranty from date of operation.

## OPTIONAL EQUIPMENT

- 1A. Equipped with an electric 220 volt three phase motor 10 H.P. and 3" reversible 200 gallon per minute pump system designed to pump emulsion, mounted on stand with a 3" lever ball valve between pump and tank. For loading and unloading the storage tank. *Not Required for circulating emulsions.*
- 2A. Special lo-density tube type heaters (in lieu of standard heat strips) for hot 350°F/400F asphalt.  
26KW "Unitized Heater Kit". The heater tubes will be made of 3" Sch 40 black iron pipe. The tubes will be mounted through the side of the tank and include a heavy duty terminal box. The open coil elements will be designed to operate on 240/480 volt. 3 or 1 phase power (specify when ordering). The elements will be removable from the tank without draining (dry well type). This heater kit is sized for heating a 7,000 gallon asphalt storage tank. Will maintain a temperature of 400°F when the outside temperature is a negative 10°F. (For use with AC type hot asphalt).





ESTABLISHED 1898  
INCORPORATED 1917

**E. D. ETNYRE & CO.,** Oregon, Illinois 61061-9778

1333 South Daysville Road • Phone 815/732-2116  
Fax: Main Office 815-732-4277, Sales & Service 815-732-7400  
Web Site: [www.etnyre.com](http://www.etnyre.com) • E Mail: [sales@etnyre.com](mailto:sales@etnyre.com)

## WARRANTY

E. D. Etnyre & Co. warrants to the original Purchaser, it's new product to be free from defects in material and workmanship for a period of twelve (12) months after date of delivery to original Purchaser. The obligation of the Company is limited to repairing or replacing any defective part returned to the Company and will not be responsible for consequential damages or any further loss by reason of such defect.

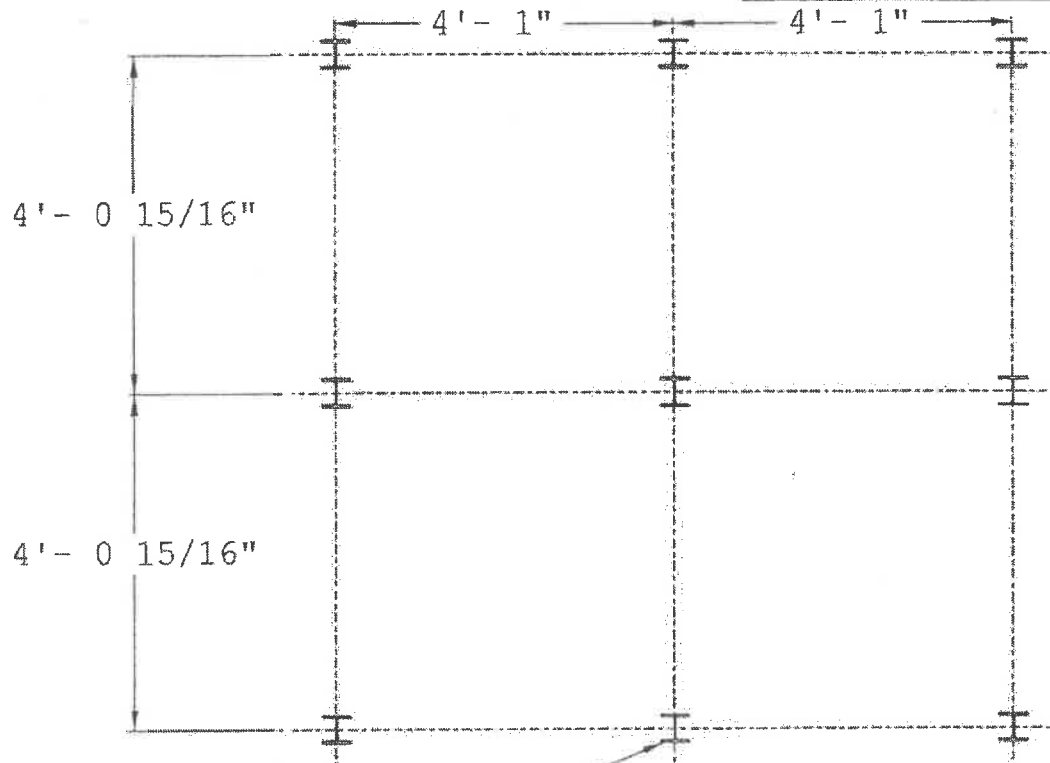
The company excludes all implied warranties of merchantability and fitness for a particular purpose. There are no warranties, express or implied, which extend beyond the description of the goods contained in this contract.

This warranty does not obligate the Company to bear the cost of machine transportation in connection with the replacement or repair of defective parts, nor does it guarantee repair or replacement of any parts on which unauthorized repairs or alterations have been made or for components not manufactured by the Company except to the extent of the warranty given by the original Manufacturer.

This warranty does not apply to:

- (1) Normal startup services, normal maintenance services or adjustments usually performed by the selling dealer, factory service representative or customer personnel.
- (2) Any product manufactured by E. D. Etnyre & Co. purchased or subjected to rental use.
- (3) Any product or part thereof which shows improper operation, improper maintenance, abuse, neglect, damage or modification after shipment from factory.
- (4) Any product or part thereof damaged or lost in shipment. Inspection for damage should be made before acceptance or signing any delivery documents releasing responsibility of the delivering carrier.

This warranty and foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties of merchantability or otherwise, express or implied in fact or by law.



REVISIONS			
REV	DESCRIPTION	DATE	APPROVED

LEGS TO STEEL PADS  
IN CONCRETE (TYP) 1/4

STEEL PADS REQUIRED IN CONCRETE PAD

EST. LOADED STORAGE TANK 85,000 LBS

W4 X 13.0 LBS I-BEAM LEGS

REF	REQ	PART NO	DESCRIPTION	
			E. D. ETNYRE & CO	
			OREGON IL 61061	
GENERAL NOTES: REMOVE ALL BURRS BREAK SHARP EDGES MINIMUM BEND RAD. UNLESS SPECIFIED BEND RELIEF SHOP OPTION			DFTR	JES
SER. NO: A1111			CHKR	
SIM. TO:			ENGR	
WEIGHT:			APPD	
FINISH CHART			TOLERANCE UNLESS SPECIFIED FRACTIONAL ± 1/32 DECIMAL .X ± .1 .XX ± .03 .XXX ± .010 ANGLES ± 0° 30'	
			DWG SIZE A	DRAWING NO. A1111KZ
			SCALE 1/2"=1'-0"	DATE 1/12/99
			SHEET 1 OF 1	

ALL DIMENSIONS IN INCHES DO NOT SCALE DWG  
DRAWING TITLE

I-BEAM LEGS

REV