

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

State of West Virginia **Solicitation Response**

Proc Folder:

779724

Solicitation Description:

ADDENDUM #5

Proc Type:

RDIDGE OF EXMINIC & DAINTING BY VENDOD BY COLINITY

Agency Master Agreement

Solicitation Closes Solicitation Response Version 2020-11-24 14:30 1

SR 0803 ESR11202000000003757

VENDOR

000000204212

SPECIALTY GROUPS INC

Solicitation Number:

ARFQ 0803 DOT2100000013

Total Bid:

0

Response Date:

2020-11-20

Response Time:

12:13:41

Comments:

FOR INFORMATION CONTACT THE BUYER

Tina L Lewis 304-414-6859 tina.l.lewis@wv.gov

Vendor

Signature X

FEIN#

DATE

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



State of West Virginia **Agency Request for Quote**

Proc Folder:

779724

Doc Description: ADDENDUM #4

BRIDGE CLEANING & PAINTING BY VENDOR BY COUNTY

Reason for Modification:

ADDENDUM #4

Proc Type:

Agency Master Agreement

Date Issued **Solicitation Closes** Solicitation No Version 2020-11-17

2020-11-24 14:30 ARFQ 0803 DOT2100000013 5

BID RECEIVING LOCATION

FINANCE & ADMINISTRATION

DIVISION OF HIGHWAYS

BLDG 5, RM A-220

1900 KANAWHA BLVD E

CHARLESTON WV 25302

US

VENDOR

Vendor Customer Code: 000000 20 42/2

Vendor Name : SPECIACRY GROWS, INC.

Address: Po Box 96 5

Street:

City: BRIDGERONT

Country: UNITED STATES Zip: 26456 State: WV

Principal Contact : JEREMY WHITE

Vendor Contact Phone: 304-623-3944 Extension: 307

FOR INFORMATION CONTACT THE BUYER

Tina L Lewis 304-414-6859 tina.l.lewis@wv.gov

Vendor

Signature X \subset

FEIN# 55-0614471

DATE 11-20-20

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

Date Printed: Nov 17, 2020

Page 1

FORM ID: WV-PRC-ARFQ-002 2020/05

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Operations Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- **3A. BID SUBMISSION:** A bid that is not submitted electronically through wvOasis should contain the listed information below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: 6621C017-BRIDGE CLEANING & PAINTING BY VENDOR BY COUNTY

BUYER: TINA LEWIS

SOLICITATION NUMBER: ARFO DOT2100000013

BID OPENING DATE: 11/04/2020

BID OPENING TIME: 2:30PM

4. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. 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.

- 5. 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.
- 6. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the Agency 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.
- 7. 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.
- 8. **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, or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore

unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.
- 16. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency 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" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
 - 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
 - 2.3. "Contract" means the binding agreement that is entered into between the Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
 - **2.4.** "Award Document" means the document signed by the Agency and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
 - **2.5. "Solicitation"** means the official notice of an opportunity to supply the Agency with goods or services.
 - **2.6.** "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "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:

A Term Contract		
Initial Contract Term: This Cextends for a period ofone_	ontract becomes effective on _awardyear(s).	and
Revised 9/6/2019	4	

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing to the Agency 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 <u>three</u> (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited.
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued prior to the expiration of this Contract shall be effective for no more than one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and that part of the Contract more fully described in the attached specifications must be completed within days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed months in total.
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all goods contracted for have been delivered, but in no event will this Contract extend for more than one calendar year.
☐ 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 Award Document 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 and Agency.
6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.
7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or 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 items checked below must be provided to the Agency 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.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

insura	INSURANCE: The apparent successful Vendor shall furnish proof of the following ance prior to Contract award and shall list the State as a certificate holder:
X	Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more.
☐ F	Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
contai	pparent successful Vendor shall also furnish proof of any additional insurance requirements ned in the specifications prior to Contract award regardless of whether or not that insurance ement is listed above.
Vendo	LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under ection entitled Licensing, of the General Terms and Conditions, the apparent successful or shall furnish proof of the following licenses, certifications, and/or permits prior to Contract, award, in a form acceptable to the Agency.
(X)\	WEST VIRGINIA CONTRACTOR'S LICENSE
contai	pparent successful Vendor shall also furnish proof of any additional licenses or certifications ned in the specifications prior to Contract award regardless of whether or not that ement is listed above.
compl	ORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall y with laws relating to worker's compensation, shall maintain worker's compensation nee when required, and shall furnish proof of workers' compensation insurance upon st.

- 10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount ____as as indicated in the Specifications . 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.
- 11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

- 12. 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.
- 13. 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.
- 14. 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.
- 15. CANCELLATION: The Agency 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 Agency may also cancel any purchase or this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. 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.
- **18. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- **20. 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.
- 21. 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.
- 22. 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.

- 23. 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 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.
- 24. 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 and any other government agency or office that may be required to approve such assignments.
- 25. 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.
- **26. 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.
- 27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf.

29. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

- 30. LICENSING: 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 Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, hor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes an Electronic Funds Transfer (EFT) as well as 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.

34. 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.

- 35. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- 36. 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 the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- **38. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:
 - X Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - X 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 Agency via email to the Agency representative specified by Agency.
- 39. 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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 40. 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 hearth, 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:
 - c. 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
 - d. 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.
- 41. 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.

- 42. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commende to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
 - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
 - b. Solicitation and any documents required by the Solicitation,
 - c. Bid or Proposal,
 - d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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.

	SPECIALTY GROUPS, INC.
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	(ran company traine)
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(All is the second
	(Anthorized Signature)
	Robert S. Hamilton Sa. Doi Most.
	(Print or Type Name and Title
	of Signatory)
	304-623-3844
	(Phone Number)
	304-623-3843
	(Fax Number)
	JWHITE @ SGIWV.COM
	(Email address)
	11-17-20
	(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ DOT2100000013

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 adder	ndum received)		
Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5	☐ Addendum M☐ Addendum M☐ Addendum M☐ Addendum M☐ Addendum M☐ Addendum M☐	√o. 7 √o. 8 √o. 9	1
I understand that failure to confirm I further understand that any verb discussion held between Vendor's the information issued in writing a binding.	al representation made or as s representatives and any sta	ssumed to be made date personnel is not be	luring any oral ^l oinding. Only
SPECIALTY GROUPS, INC	<u>.</u>		_
Company Perent Who			
Authorized Signature			_
11-20-2020			
Date			

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

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Division of Highways is soliciting bids to establish an open-end contract to provide cleaning and painting of bridges by the Vendor by county at locations throughout the State of WV.
 - **NOTE:** This is an <u>open-end contract solicitation</u>, therefore no plans or drawings are available with this request. In accordance with Section 6 of these contract specifications, a low-bid Vendor will be chosen from the awarded Vendors per individual project. At that time, any plans or drawings needed for the project will be provided to the project-awarded Vendor.
- 2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item(s)" Contract items are identified in Section 3 of this solicitation.
 - 2.2 "ATTACHMENT A (ATT A)" and "Pricing Pages" are interchangeable terms and are the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" The official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
 - 2.4 "WVDOH" West Virginia Division of Highways.
 - 2.5 "SSPC" The Society for Protective Coatings Council: www.sspc.org.
 - 2.6 "OSHA" Occupational Safety and Health Administration: www.osha.gov
 - 2.7 "RCRA" Resource Conservation and Recovery Act: www.epa.gov/rcra
 - 2.8 "RCRA 8 Regulated Metals" refers to Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium and Silver and in accordance with Resource Conservation and Recovery Act: www.epa.gov/rcra.
 - **2.9 "ASTM"** American Society for Testing and Materials International. Reference: www.astm.org
 - **2.10** "MP" Material Procedure, issued by WVDOH, Materials Control, Soils and Testing Division, Materials: www.transportation.wv.gov/highways/mcst/Pages/default.aspx
 - **2.11 "Contractor"** or "Vendor" are interchangeable terms used throughout this Solicitation and in any cited Sections of the West Virginia Department of

Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

- **2.12 "Standard Specs"** The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by all subsequent Supplemental Specifications.
- 2.13 "AASHTO" American Association of State Highway and Transportation Officials.
- 2.14 "PPM" Parts Per Million.
- **2.15** "Finish Coat and Topcoat" are interchangeable terms used throughout this solicitation.
- **2.16** "EPA" Environmental Protection Agency.
- 2.17 "VOC" Volatile Organic Compound.
- **2.18 "NTPEP"** National Transportation Product Evaluation Program.
- 2.19 "NEPCOAT" North East Protective Coating Committee.
- 2.20 "Emergency Work" Work that is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by, at a minimum, a WVDOH District Engineer or their designee.

3. GENERAL REQUIREMENTS:

3.1 Specifications: The following Standard Specs Sections shall apply to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, as amended.

Materials, equipment, and performance of this contract shall conform, but not be limited to, the requirements of Sections 204, 636, 685, 688, and 711, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00) for the current book plus \$5.00 for the Supplemental Latest Edition) using the Attached Standard Specifications Order Form and send to:

West Virginia Division of Highways

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

A free electronic copy of the Standard Specs may be obtained by sourcing: http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx

3.2 Testing Prior to Cleaning and Painting:

- 3.2.1 Chloride Testing: In accordance with Section 685 of the Standard Specs, as amended, the Contractor shall test the areas of severest deterioration (after removing rust scale) for chloride contamination by the CHLOR*TEST or equal (See Section 3.4.3.3.1), Chloride Test Kit method. The maximum allowable level of chloride contamination shall be 5 micrograms/cm2. CHLOR*TEST or equal results shall be listed on the Delivery Order.
- 3.2.2 Testing for Heavy Metals: The WVDOH shall obtain a sample of the existing total paint system and have it tested for Copper, Magnesium, Manganese and the RCRA 8 metals/total. Results of the test for the heavy metals shall be listed on the Delivery Order.
- 3.2.3 Intercoat Compatibility: The Contractor shall conduct tests to determine intercoat compatibility of approved primer, intermediate and finish coats to be used. Tests shall be conducted on areas of the structure as directed by the WVDOH District Engineer or his designee.

3.3 General Notes:

- 3.3.1 Bridge Type/Classification: Requests for Maintenance painting on existing steel bridges under this contract should be limited to simple and/or continuous multiple span beam or girder structures. However, if the Contractor is agreeable, trusses and/or other structures may be painted under the terms of this contract.
- 3.3.2 Paint Guidelines: Maintenance painting of steel bridges with 5,000 square feet or less of surface area may be cleaned and painted in their entirety. If a steel bridge is to be cleaned and painted in its entirety the Contractor may choose Zinc Rich Low VOC systems from the WVDOH Approved Source List, NTPEP, or NEPCOAT. Maintenance painting of steel bridges exceeding 5,000 square feet of surface area will be limited to those bridges that do not exceed 30% total coating failure of the existing coating. Total coating failure is those areas where the primer, intermediate and topcoat have failed, and corrosion is present. Chalking, flaking, peeling, etc. of the top and intermediate coat are not considered total coating failure.

3.3.3 Weather Limitations and Conditions: Painting will not be permitted when the ambient temperature is below 40°F or above 100°F, or the relative humidity is greater than 90 percent. Coating shall not be applied when conditions of rain, snow, fog, frost, or mist exist or when the temperature of the steel is less than 5°F above the dew point. Painting will not be permitted while the surface is hot enough to cause blistering or a too rapid solvent release.

Painting will only be permitted between the dates of April 15th through October 15th.

Painting Practices: Good painting practices are expected and will be required in accordance with the most current volume of the SSPC Painting Manual. Spray guns must be equipped with the recommended size tip for the paint product being used and be held perpendicular (90 degrees) to and at the proper distance from the receiving surface. Staging must be adequate to provide access to all areas being painted. Violation of these requirements causing excessive paint waste will be justification for the WVDOH District Engineer or his designee to order the Contractor to cease all work on the project until corrective action has made to the satisfaction of the WVDOH, subject to Liquidated Damages, as per Section 8.5.1.

3.3.4 Railway Highway Provisions: Areas of projects, which fall within existing railroad rights of way, are explicitly exempt from this contract.

3.4 Contract Items and Mandatory Requirements:

3.4.1 Mobilization: Mobilization work shall consist of the performance of preparatory operations, including the submission of the quality control plan, the movement of personnel and equipment to the project site and the establishment of any facilities necessary to begin work. The Contractor shall mobilize to begin work as specified on the Delivery Order's starting date. Refer to the payment procedures listed in Section 7.

The pay quantity for mobilization shall be Lump Sum.

3.4.2 Maintaining Traffic: Traffic shall be maintained in accordance with Section 636 "Maintaining Traffic" of the Standard Specs, as amended.

The pay quantity for Maintenance of Traffic shall be Lump Sum.

3.4.3 Surface Preparation: Shall be in accordance with the applicable Sections of the Standard Specs and Manufacturer recommendations. Consisting of but not limited to dry-clean methods, pressure washing (cold or hot), hand tool/power tool cleaning and/or commercial grade power tool cleaning, in accordance with SSPC surface cleaning specifications, the applicable Sections of the Standard Specs and performed following manufacturer recommendations. Bridge Washing

shall be in accordance with Section 685 of the Standard Specs. Areas to be washed will be identified on the Delivery Order. If Devprep 88 Heavy Duty Cleaner or equal (See Section 3.7.2), is specified on the Delivery Order, the Contractor shall clean with Devprep 88 Heavy Duty Cleaner or equal after the Dry-Clean method specified in Section 3.4.3.1 and prior to the pressure washing specified in Section 3.4.3.4, as amended.

- 3.4.3.1 Dry-Clean: This will consist of cleaning by dry methods all loose dirt and debris from the abutment seats, pier caps, diaphragms, flanges, bridge deck, parapets, and expansion joints prior to any washing operations. Collection may include the use of brooms, brushes, shovels, wheelbarrows, buckets, vacuums, or other suitable means. Dirt and debris shall be disposed of as specified in Section 3.4.4.3. The pay quantity for cleaning by dry methods shall be the total square feet of surface area cleaned.
- 3.4.3.2 Chloride Contamination: When the Delivery Order states a chloride contamination level less than the maximum allowable (per Section 3.2.1), no soluble salt remover will be added to the wash water and washing shall be performed as specified in Section 3.4.3.4. When the Delivery Order states a chloride contamination level above the maximum allowable (per Section 3.2.1), a soluble salt remover shall be added to the wash water as specified in Section 3.4.3.3 and the soluble salt remover shall meet the requirements of Section 3.4.3.3.2.
- 3.4.3.3 Soluble Salt Remover: The Contractor shall add a commercial soluble salt remover such as CHLOR*RID or equal (See Section 3.4.3.3.2), to the wash water and in the first 50 square feet of cleaning, the Contractor is to determine by sufficient chloride contamination testing, such as, CHLOR*TEST or equal of the most deteriorated areas, the rate of application, nozzle pressure, nozzle distance from surface and dilution ratio of mixture to achieve the desired level of cleanliness. Washing shall also meet the requirements of Section 3.4.3.4. Thereafter, the Contractor is to perform chloride contamination tests such as, CHLOR*TEST or equal, in areas designated by the WVDOH District Engineer or his designee to ensure that the entire structure has attained the specified level of cleanliness. The WVDOH District Engineer or his designee is to verify the degree of cleanliness. The WVDOH District Engineer's or his designee's decision shall be final.

The pay quantity for the soluble salt remover as specified in the paragraph above shall be the total square feet of surface area cleaned.

3.4.3.3.1 Chloride Contamination Test: The Contractor shall perform this testing in accordance with Section 685 of the Standard

Specs. The requested chloride contamination test is CHLOR*TEST which is used to test the chloride contamination on the steel surface. CHLOR*TEST is manufactured by CHLOR RID International, Inc., Chandler, AZ, phone: 800-422-3217 meeting the six specifications listed below. If the Vendor is proposing an or equal Test, the Test shall include properties of components listed in Section 3.4.3.3.1 of these specifications and shall meet all specifications on the Manufacturer's Data Sheets. Whether the Vendor is proposing the requested CHLOR*TEST or an or equal Test, the Vendor SHALL provide the supplier's name, manufacturer's name and manufacturer's part number, where applicable, on the Pricing Page spreadsheet and should attach any additional product documentation, such as specifications, physical properties, with their bid packet. The WVDOH shall determine equivalency for an or equal Test that is bid. Any product being bid by the Vendor shall meet or exceed the following specifications:

- 1. Chloride level to be measured in PPM and micrograms per centimeter squared.
- 2. Test range 1 to 50 μ g /cm².
- 3. Each Kit will carry out five individual tests.
- 4. Each Kit will be 100% self-contained.
- 5. Test results will be achieved in maximum of 2-3 minutes.
- 6. Test results will be a direct reading with no calculations required.

The pay quantity for chloride contamination test as specified in the paragraph above shall be per each as directed by the WVDOH District Engineer or his designee.

3.4.3.3.2 Soluble Salt Remover: The requested soluble salt remover is CHLOR*RID. CHLOR*RID is manufactured by CHLOR RID International, Inc., Chandler, AZ, PH: 800-422-3217 meeting the nine specifications below. If the Vendor is proposing an or equal Remover, the Remover shall include properties of components listed in Section 3.4.3.3.2 of these specifications and shall meet all specifications on the Manufacturer's Data sheets. Whether the Vendor is proposing the requested CHLOR*RID or equal Remover, the Vendor SHALL provide the supplier's name, manufacturer's name and manufacturer's part number, where applicable, on the ATTACHMENT A (ATT A)/Pricing Page spreadsheet and should attach any additional product documentation, such as specifications, physical properties, with

their bid packet. The WVDOH shall determine equivalency for an or equal Remover that is bid. Any product being bid by the Vendor shall meet or exceed the following specifications:

- 1. Material shall contain zero VOC's.
- 2. Material shall have a shelf life of 36 months.
- 3. Material shall be suitable for hand washing spot areas and for application by pressure washer at any pressure.
- 4. Material shall be biodegradable.
- 5. Typical coverage 300-1000 Sq. Ft./Gal
- 6. pH 3.3 (+/-.2)
- 7. Application Temperature +32°F
- 8. Material shall be Non-Flammable
- 9. Packaging: 1/5/55 U.S. Gallon
- **3.4.3.4 Bridge Washing:** Bridge Washing shall be in accordance with Section 685 of the Standard Specs, as amended. Areas to be washed under this specification will be identified on the Delivery Order.
- 3.4.3.5 Hot Water Pressure Washing: Hot water pressure washing may be required when directed by the WVDOH District Engineer or his designee. Hot water pressure washing shall be as specified in Section 3.4.3.4, except that the wash water shall have a minimum temperature of 180°F at the time of contact with the surface being washed.
- **3.4.3.6 Hand Tool Cleaning**: Hand tool cleaning shall be in accordance with SSPC Surface Preparation Number 2.
- **3.4.3.7 Power Tool Cleaning**: Power tool cleaning/vacuum shrouded power tool cleaning|shall be in accordance with SSPC Surface Preparation Number 3.
- **3.4.3.8 Commercial Grade Power Tool Cleaning:** Commercial grade power tool cleaning shall be in accordance with SSPC Surface Preparation Number 15.

This method shall be used on all areas containing pack rust and/or excessive rust as directed by the WVDOH District Engineer or his designee. If chloride contamination was above the maximum allowable per Section 3.2.1 in prior testing, then these areas shall receive an additional washing with the soluble salt remover after rust has been removed. Cost for Additional pressure washing with the soluble salt remover, shall be the total square feet of surface area cleaned.

The pay quantity for Hand Tool/Power Tool Cleaning and/or Commercial Grade Power Tool Cleaning with Pressure Washing

including full compensation for pressure washing as specified in Section 3.4.3.4, shall be the total square feet of surface area cleaned.

- 3.4.4 Containment and Disposal: The Contractor shall provide a Containment and Disposal control plan for each Delivery Order awarded in accordance with M.P. 688.03.20. The specific pollution control system which is proposed for the complete capture, containment, collection, and disposal of the waste material generated by cleaning operations shall be included in the plan. Containment and Disposal shall be in accordance with sub-Section 688.6 of the Standard Specs at time of bid opening, except structures without heavy metals per Section 3.2.3 shall be as follows:
 - **3.4.4.1 Containment:** Containment for Power Tool Cleaning (Per Section 3.4.3.7) and Commercial Grade Power Tool Cleaning (Per Section 3.4.3.8) shall be Class 3P.

The pay quantity for Power Tool Cleaning and Commercial Grade Power Tool Cleaning shall be the total square feet of steel surface area cleaned.

Containment for Hand Tool Cleaning (Per Section 3.4.3.6) and/or Vacuum Shrouded Power Tool Cleaning (Per Section 3.4.3.7) shall consist of ground covers or free-hanging tarpaulins.

The pay quantity for Hand Tool Cleaning and Vacuum Shrouded Power Tool Cleaning shall be the total square feet of steel surface area cleaned.

Containment shall be in accordance with the SSPC Guide 6 and SSPC TU7, current issue, as amended.

In addition, during painting operations the Contractor shall protect the environment (water, soil and vegetation), private property, pedestrian, vehicular and other traffic on or underneath the structure from dripping, and/or drifting paint by use of bottom and side tarpaulins or other suitable means.

- **3.4.4.2 Assessment Method for emissions:** shall be Method A., Level 2, as per SSPC Guide 6, current issue and as amended.
- **3.4.4.3 Disposal Waste material from cleaning operations:** The WVDOH will provide the Contractor with the EPA number of the WVDOH facility where the "Waste material from cleaning operations" shall be stored.

"Waste material from cleaning operations" (excluding bridge deck, parapets, and expansion joints) shall be collected and transported daily to the designated WVDOH facility in quantities not to exceed 220 total pounds. Waste material shall be stored in proper containers and labeled in accordance with Section 688 of the Standard Specs, as amended, while in storage at the WVDOH facility. Waste material shall be disposed of as hazardous waste by the Contractor within sixty (60) days from the date waste material was first stored at the WVDOH facility.

The dirt and debris from the bridge deck, parapets and expansion joints shall be collected and redistributed by the Contractor along the roadway shoulder as directed by the WVDOH District Engineer or his designee The pay quantity for disposal of hazardous waste material, including partial drums, shall be per drum.

3.4.4.4 Pre-Project Clean Up: All fugitive material and debris on the ground or any other area within the project site shall be removed and properly contained in accordance with the Standard Specs, as amended. The preproject site shall be in a neat and clean condition meeting the approval of the WVDOH District Engineer or his designee. When there are existing paint chips on the ground and before the cleaning and painting operations begin, the Vendor shall remove and properly containerize the paint chips in accordance with Section 688 of the Standard Specs, and SSPC TU7, as amended. The pre-project site shall be in a neat and clean condition meeting the approval of the WVDOH District Engineer or his designee. Cleaning shall be by the Dry-Clean method as specified in Section 3.4.3.1 and paint chips and debris shall be disposed of as specified in Section 3.4.4.3.

The pay quantity for pre-project clean up shall be the total square feet of surface area cleaned.

3.4.4.5 Post-Project Clean Up: After painting and before the project is accepted as complete, any fugitive material and debris associated with performance of the contract must be removed and properly containerized in accordance with Section 688.6 of the Standard Specs, as amended, by the Vendor leaving the project site in a neat and clean condition meeting the approval of the WVDOH District Engineer or his designee. Cleaning shall be by the Dry-Clean method as specified in Section 3.4.3.1 and fugitive material and debris shall be disposed of as specified in Section 3.4.4.3.

Cost for post-project clean up and disposal is considered part of the cleaning and painting operations and no separate payment shall be made.

- 3.5 Workers Protection (Toxic Metal): When heavy metals (per Section 3.2.3) are present, the Vendor shall implement worker protection in accordance with OSHA 29CFR 1926.62. Paragraph (d)(2)(i) states that until the employer performs an employee exposure assessment per paragraph (d) and documents that the employee is not exposed above the permissible exposure limit (PEL), the employer shall treat the employee as if the employee were exposed above the PEL and shall implement employee protective measures prescribed in paragraph (d)(2)(v). The Vendor shall comply with all the requirements of paragraph (d)(2)(v) to follow OSHA requirements, but for this contract the Vendor must, as a minimum, comply with the following items of paragraph (d)(2)(v):
 - (A) Appropriate respiratory protection in accordance with paragraph (f).
 - (B) Appropriate personal protective clothing and equipment in accordance with paragraph (g).
 - (C) Change areas in accordance with paragraph (i)(2).
 - (D) Hand washing facilities in accordance with paragraph (i)(5).

The pay quantity for worker protection items such as hand and face washing facilities, change areas, protective clothing, and respirators per the requirements of 29 CFR 1926,62, shall be lump sum.

3.6 Field Painting: All field painting shall be in accordance with Section 688 of the Standard Specs, as amended.

The pay quantity for each paint product shall be based on the total square feet of surface area coated by the product applied.

The quantity of cleaning and paint product application shall be calculated from actual field measurement of the surface area cleaned, washed, or painted with no additional allowance for irregularities such as bolt heads, rivets, nuts, etc. Such measurements shall be taken jointly by representatives of the WVDOH and the Contractor. When the entire structure is coated, calculations may be based on as built plans and/or shop drawings.

The quoted unit price for all bid items, except Single Component and Multi-Component Coatings shall be fully compensated for all labor, equipment and materials required to satisfactorily complete the work.

The quoted unit price for Single Component and Multi-Component Coatings, except for the paint system which will be supplied by the WVDOH, shall be fully compensated for all labor, equipment and materials required to satisfactorily complete the work.

3.6.1 Sealer Application (Where applicable): Upon completion of sealer application, when specified in the Delivery Order and prior to priming, the sealed area shall be inspected for lifting of existing paint edges. Areas of failed adherence shall be removed, cleaned, and resealed prior to application of the primer.

- **3.6.2** Prime Coat: All bare metal and sealed surfaces shall receive one coat of Primer when specified in the Delivery Order.
- **3.6.3 Stripe Coat:** All bolt heads and nuts, all rivet heads, edges of flanges and edges of plates that received the prime coat shall receive one stripe coat, by brush application after the application of the prime coat. Stripe coat shall be the same material as the prime coat.
- 3.6.4 Top Coat: Upon completion of prime coat and stripe coat, one top coat per the Delivery Order shall be applied as specified. The WVDOH District Engineer or his designee may direct that the topcoat be applied to the entire bridge. The topcoat color shall be as specified on the Delivery Order or as directed by the WVDOH District Engineer or his designee.
- **3.6.5 Tinting:** Each coat of paint (including stripe coat) shall be of a contrasting color to the preceding coat. If tinting is required, the type and amount shall be that recommended by the paint manufacturer and approved by the WVDOH District Engineer or his designee.
- 3.6.6 **Dry Film Thickness:** On areas of exposed bare metal, each coat of paint shall be applied in accordance with the manufacturer recommendations.

On areas of the structure which contain sound, adherent existing paint, each coat of paint shall be applied in accordance with manufacturer's recommendations.

The coating shall not be applied to a thickness which will affect the drying qualities of each coat of paint.

The average application rate shall be established by conducting random wet film thickness tests during and after the application of each successive coat of the coating system. Dry film thickness shall be measured by destructive instruments or calculated from the wet film thickness readings, based on the total solids content specified in the manufacturer's product data sheet for each product listed in this contract.

- **3.6.7 Drying Time:** Application time between paint coats shall be per manufacturer's recommendations and at the direction of the WVDOH District Engineer or his designee.
- 3.6.8 Caulking: Contractor shall caulk any seams, joints or cracks as directed by the WVDOH District Engineer or his designee when specified on the Delivery Order. Caulking, as directed, shall be pressed into the seams between the adjoining surfaces, by wetted finger or specialty tool, to ensure bond and provide a smooth uniform surface. The caulk shall be applied in accordance with manufacturer's recommendations and prior to the application of the subsequent topcoat. Caulk

- material shall be by written recommendation of the paint manufacturer and approved by the WVDOH District Engineer or his designee. The pay quantity for caulk shall be the total lineal feet of seams, joints or cracks caulked, measured in place prior to the application of the topcoat of paint.
- 3.6.9 Hand Application Surcharge: The pay quantity for hand application shall be a per square foot surcharge to the quantity of each paint product applied in this manner as directed by the WVDOH District Engineer or his designee and specified in the Delivery Order. Areas of hand application incidental to normal spray application (including stripe coat) shall not receive a surcharge payment.
- 3.7 Paint Systems: The paint materials Systems listed in this Section are for use during maintenance painting of steel bridge structures. At the time of need for a bridge painting project, the WVDOH will issue a Delivery Order to the Vendor requesting one or more of the materials Systems below. Vendor SHALL NOT SUBSTITUE "equal to" products within these systems:
 - 3.7.1 Termarust Calcium Sulfonate System: The Contract Items brand/ style manufactured by Termarust Technologies listed in this Section for these specifications are components making up a paint system.
 - **3.7.1.1 TR2200HS HRCSA Penetrant / Sealer:** Sealer that remains active allowing it to neutralize acid, displace moisture, scavenge oxygen, thoroughly wet surfaces, and stop corrosion.
 - 3.7.1.2 TR 2100 HRCSA Priming Topcoat: Primer/Topcoat that is a flexible structure coating. The self-priming topcoat is a pigmented High Ratio Co-Polymerized calcium sulfonate coating, designed and engineered exclusively for encapsulation (overcoat) of galvanizing, core 10 steel tightly adhered contaminant free rust, existing aged leaded paints, vinyl, coal tar epoxy, polyurethane, epoxy mastics, organic or inorganic zinc, metallizing, acrylics, and/or re-coating of new or prepared structural steel.
 - **3.7.2 Devo-Pre-Prime System:** The Contract Items brand/style manufactured by Devo High Performance Coatings listed in Section 3.7.2 for these specifications are components making up a paint system.
 - **3.7.2.1 Devprep 88 Heavy Duty Cleaner:** A concentrated water based cleaner low in odor, nonflammable and biodegradable. It shall dissolve and remove heavy accumulations of hard-to-remove dirt, oil, and grease without the use of solvents.
 - **3.7.2.2 Bar Rust 231 Epoxy Primer:** A high performance, multi-purpose, surface tolerant, two-component chemically-cured epoxy semi-gloss coating for industrial applications and shall be used on properly prepared steel.

- **3.7.2.3 Devthane 359 Urethane:** A high build, high performance, two-component chemically-cured aliphatic urethane gloss finish for use in areas where maximum gloss and color retention are required.
- **3.7.3 Wasser Micaceous Iron Oxide System:** The Contract Items brand/style manufactured by Wasser listed in Section 3.7.3 for these specifications are components making up a paint system.
 - 3.7.3.1 MC Prebond 100: low VOC, moisture-cure urethane primer for ferrous and non-ferrous metal substrates. The design benefit of the penetrating nature of the primer/sealer shall allow for superior adhesion to marginally prepared surfaces. This sealer shall be used as a tie coat over most existing coatings and shall be used in red lead encapsulation systems.
 - 3.7.3.2 MC-Miomastic 100 Intermediate: A surface tolerant intermediate coating. MC-Miomastic blend of micaceous iron oxide, zinc and corrosion inhibiting pigments and resins that is unique to moisture-cure urethane technology. It shall be designed for application to moisture-cure and most old, conventional coatings. The primer shall provide maximum surface tolerance by its ability to overlap most conventional coatings without compromise to its existing adhesion characteristics to the substrate.
 - 3.7.3.3 MC-Miozinc 100 Primer: This primer shall have a unique pigment combination of zinc and micaceous iron oxide, which provides both galvanic and barrier protection to properly prepared steel surfaces. It shall be a surface tolerant primer that can be applied to wet and dry abrasive blast, hydro-blast and hand and power tool cleaned substrates. This primer shall be used for pitted steel or steel with complex geometry and when overlapping onto existing coatings for spot prime applications.
 - **3.7.3.4 MC-Luster 100 Topcoat:** This topcoat shall be a semi-gloss, aliphatic, moisture-cure urethane that has excellent resistance to UV, weathering, and abrasion. This topcoat solution shall be used for new construction and provide for easy re-coat ability to maintenance projects.
- 3.7.4 Mathis Coatings Noxyde Primer Plus: This self-priming, high build coating shall be for minimally prepared sound rusted or clean steel in mild to moderate industrial environments. Two coats are required. It can also be used on concrete and the excellent elongation properties, 200%, makes it suitable for bridging small cracks. Noxyde is not recommended for exposure to most hydrocarbon solvents.
- 3.7.5 Coatings Furnished by the WVDOH: The Contract Items listed in Section 3.7.5 of these specifications are paint systems that will be supplied by the WVDOH to the Vendors for application. These Contract Items shall be full compensation for all labor, equipment and materials required to apply the supplied paint system in

accordance with the manufacturer's recommendations and at the direction of the WVDOH District Engineer or his designee.

- **3.7.5.1 Single Component Coating:** Coating shall be mixed and dispersed as required by the coating manufacturer to produce a product that is smooth, uniform consistency, stable, free of grit and coarse particles. Coating is intended for application by brush, spray, or roller.
- 3.7.5.2 Multi-Component Coating: Multi-Component coating shall be prepared using all contents of the container for each component as packaged by the paint manufacturer. Partial batched shall not be used. Multi-component coatings that have been mixed beyond their pot life shall not be used. Components shall be mixed and dispersed as required by the coating manufacturer to produce a product that is smooth, uniform consistency, stable, free of grit and coarse particles. The supplied coating is intended for application by brush, spray, or roller.
- 3.8 Emergency Work: Emergency work as ordered by WVDOH District Engineer or his designee is work that shall be initiated within forty-eight (48) hours from when the Delivery Order is received by the vendor. The determination of emergency work will be in accordance with Section 2.20 and prominently noted on the Delivery Order. Designated emergency projects will be paid at 1.50 times the Vendor's bid price.

4. SAFETY

Pandemic-Response Safety Protocols: In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer.

5. CONTRACT AWARD:

- **5.1** Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.
- 5.2 ATTACHMENT A (ATT A)/Pricing Pages: Vendor should place Vendor's name on each ATTACHMENT A (ATT A) /Pricing Page. Vendor should complete the ATTACHMENT A (ATT A) / Pricing Pages Spreadsheet by providing the following information, with Contract Items by County. Each Vendor's bid shall include bridge

cleaning Items AND painting Items as the awarded Vendor shall perform both functions, per WVDOH's instruction on the Delivery Order.

Vendor SHALL NOT add to or modify any column headers, contract Item descriptions, or units of measure on the Pricing Page spreadsheet. <u>Any changes to the latter will result in disqualification of the Vendor's bid.</u>

Vendor may bid any or all items on the ATTACHMENT A (ATT A)/Pricing Pages. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items. At the time of need, the WVDOH may choose one or more of the Contract Items to complete an individual project.

The Vendor's quoted unit price for each Contract Item shall include all labor, equipment, and materials included in each Contract Item, per County.

5.2.1 If the Vendor is proposing an or equal item, the Vendor should attach any additional product documentation, such as specifications, physical properties, with their bid packet, to support the or equal information that the Vendor provided on the ATTACHMENT A (ATT A)/Pricing Page;

The WVDOH shall determine equivalency for an or equal item that is bid. The WVDOH may contact the Vendor submitting an or equal item if additional information is needed to determine equivalency.

NOTE: If no supplier name, manufacturer name or manufacturer part number is provided on ATTACHMENT A (ATT A)/Pricing Page, the WVDOH will expect that the Vendor is providing the requested brand products.

The ATTACHMENT A (ATT A)/Pricing Page contains a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

Vendor should type or electronically enter the information into the ATTACHMENT A (ATT A)/Pricing Pages to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the ATTACHMENT A (ATT A)//Pricing Pages for bid purposes by sending an email request to the following address: Kristy.E.James@wv.gov.

5.3 Contract Award Transition: Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Operations Division to the Districts and Vendors, any Delivery Order issued toward the 2019-2020 Contracts shall remain in effect and should not be cancelled until that

Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendor's notice, any Delivery Order that has not been completely filled by the Vendor from the 2019-2020 Contracts shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from the 2019-2020 Contracts should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

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

6. DETERMINING LOW BID PER PROJECT:

Cleaning and painting of a bridge, bridges (two or more separate bridges) or pair of bridges (opposite structures on multi-lane highways) may be designated as an individual project. To determine the low bid Vendor per individual project, the WVDOH District Engineer or his designee will calculate the lowest overall total cost of the Contract Items required for individual projects. A written Delivery Order will be issued to the Vendor with the lowest overall total cost.

7. ORDERING AND PAYMENT:

- 7.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, e-mail address, locations and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 7.2 Delivery Order: WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need and location information of the work to be completed per contract Items, as well as the tentative start and end dates, to become the agreed up as the official start and end dates. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. Any verbal communications to initiate or make modifications to a project from this contract are NOT acceptable as a Delivery Order.

- 7.2.1 Lead Time: The WVDOH should plan accordingly to allow the Contractor a minimum of fourteen (14) calendar days prior to the date of the agreed upon work start date on the Delivery Order to allow Vendor to mobilize and begin work.
- 7.3 Payment: Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

8. PROJECT ACCEPTANCE DELIVERY AND RETURN:

- 8.1 Project Acceptance and Written Verification of Receipt: Upon receipt of a WVDOH Delivery Order, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, Vendor must provide written acknowledgement of any Delivery Orders and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any Delivery Orders/Revisions within five days of the Order being sent shall be considered refusal of the Delivery Order. In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to cancel the Delivery Order and obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.
- 8.2 Negotiation of Dates: The WVDOH shall have the option to negotiate with the Vendor, the project's tentative start and end dates. Project work shall be continuous to completion unless otherwise approved in writing by the WVDOH District Engineer or his designee.
- 8.3 Delivery Time: In accordance with Section 8 and the terms of this contract, the work shall be scheduled by the WVDOH. The Vendor shall mobilize, commence, and complete work delivery in accordance with the WVDOH's written Delivery Order, per project. Any changes must be communicated by the Vendor in writing to the WVDOH District Engineer or his designee. The Vendor shall work in an efficient manner in effort to keep traffic delay to a minimum and traffic must be adequately and safely accommodated. No Vendor is authorized to ship project related goods or begin work/services, nor is the WVDOH authorized to receive materials, prior to the issuance of a Delivery Order.

- 8.4 Adverse Weather Conditions: Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH District Engineer or his designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, Vendor, or general public, work shall be suspended by the WVDOH Engineer/designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH Engineer/designee. After a weather-related suspension of work, the WVDOH District Engineer or his designee shall determine and convey in writing, such Delivery Order changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 8.1.
- 8.5 Late Delivery: If commencement of work by the Vendor will be delayed for any reason, the Agency placing the Delivery Order under this Contract must be notified in writing by the Vendor by no later than five (5) business days prior to the scheduled start date from the Agency's order. Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages.
 - 8.5.1 Liquidated Damages: If the Vendor's work completion or corrections of deficient work exceeds the Delivery Order completion due date/timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one after the WVDOH's specified Delivery Order due date, in accordance with this Section, the contract's Terms and Conditions, and the Standard Specs Section 108.7.1, as amended.
- **8.6 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's specified location. <u>Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery.</u>
- 8.7 Project Acceptance Criteria: The WVDOH District Engineer or his designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH District Engineer or his designee not performed in accordance with these contract Specifications and the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the WVDOH District Engineer or his designee. Under no circumstance shall the

Vendor's deficiency corrections exceed twenty (20) calendar days unless otherwise declared in writing by the WVDOH District Engineer or his designee, subject to Liquidated Damages as per Section 8.5.1.

8.8 Rejection of Unacceptable Contract Items: The decision of the WVDOH District Engineer or his designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs **Section 105.1**, as amended.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a Vendor default under this Contract.
 - **9.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 9.1.2 Failure to comply with other specifications and requirements contained herein.
 - **9.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - **9.1.4** Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
 - **9.2.1** Immediate cancellation of the Contract.
 - 9.2.2 Immediate cancellation of one or more Delivery Orders issued under this Contract.
 - **9.2.3** Any other remedies available in law or equity.

10. MISCELLANEOUS:

- **10.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **10.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained it its bid response.
- **10.3** Damage beyond the control of the WVDOH: The WVDOH shall not be liable for damage to or loss of any equipment or otherwise resulting from lightning, Acts of God, riots, strikes or other causes beyond the WVDOH's control.

- **10.4 Insurance:** Prior to the issuance of any Delivery Order, the Contractor shall furnish evidence of insurance meeting the requirements of Section 103.6 of the Standard Specs, as amended.
- 10.5 Liens: The WVDOH shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge and encumbrance or claim on or with respect to the lease/rented equipment, except with respect to the respective rights of the Vendor and the WVDOH.
- 10.6 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.7 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. If the Contract Manager or any of the Vendor's contact information, email, addresses, or phone numbers change, the Vendor shall update the WVDOH in writing and update wvOASIS. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: TEREMY WHITE
Telephone Numbers: 304-623-3844

Fax Number: 304-623-3843

Email Address: JWHITE @ SETWV. 60~

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 exceed 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 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: Specialry Groups, Twenty
Authorized Signature:
State of West Virginia
County of Harrison, to-wit:
Taken, subscribed, and sworn to before me this 17 day of NOVEM , 2000.
My Commission expires $\frac{2}{1}$, $\frac{11}{2020}$.
AFFIX SEAL HERE OFFICIAL SEAL NOTARY PUBLIC NOTARY PUBLIC NOTARY PUBLIC STATE OF WEST VIRGINIA NOTARY PUBLIC NOTARY PUBLIC STATE OF WEST VIRGINIA NOTARY PUBLIC NOTARY PUBLIC STATE OF WEST VIRGINIA NOTARY PUBLIC
JAMI L. SHELHAMMER 150 Harvey St., Clarksburg WV 26301 My Commission Expires February 11, 2025

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Electric Arrow Board	Traffic Control	Flagger	Traffic Control Devices	Pilot Truck and Driver	MAINTAINING TRAFFIC 636011-001 through 636021-001	Multi Component Coat, applicatn w/matr'ls provided by WVDOH	Single Component Coat, applicatn w/matls provided by WVDOH	Mathis Coatings Noxyde Primer Plus	Wasser Micaceous Sys.Topcoat Iron Oxide Sys. MC-Luster 100 Topcoat	Wasser Micaceoussys. Miozinc Primer (ronOxide Sys. MC-Miozinc 100 Primer	Wasser Micaceous Sys. Miomastic Primer Iron Oxide Sys MC- Miomastic 100 Intermed	Wasser Micaceous System Prepond Sealer Iron Oxide System Prepond Sealer MC Prepond 100	DeVo System Urethane Pre Prime System Devthane 359 Urethane	DeVoSystem Epoxy Primer Pre Prime System Bar Rust 231 Epoxy Primer	DeVo System Heavy Duty Cleaner Pre Prime System Devprep 88 Heavy Duty Cleaner	Termarust system seir Priming Topcoat Calcium Suironate System-Tk 2100 HRCSA Priming Topcoat	TRZZOOHS HRCSA Penetrant/Sealer	NEPCOAT	NTPEP	Zinc Rich Low VOC System from Approved Products List	Hand application surcharge for brush, roller or glove (excludes stripe application)	Caulking	Worker Protection Toxic Metal	Pre-Project Clean Up	Disposal Waste Material from Cleaning Operations	Containment Hand Tool/Vaccum Shrouded Power Tool Cleaning	CG Power Tool Clean'g w/HOT water Pressure washing 0 -5000 SF	CG Power Tool Clean'g w/Pressure Washing 0 -5000 SF	Power Tool Cleaning w/HOT water Pressure washing 0 -5000 SF	Power Tool Cleaning w/Pressure washing 0 to 5000 SF	Hand Tool Cleaning w/HOT water washing 10001 or greater SF	Hand Tool Cleaning w/HOT water washing 0-5000 SF	Hand Tool Cleaning w/Pressure washing greater than 10001 SF	Hand Tool Cleaning w/Pressure washing 5,001 to 10,000 SF	Hand Tool Cleaning w/Pressure washing 0 to 5,000 SF	Pressure Washing - HOT Water	Pressure Washing	Soluble Salt Remover CHIOR*RID or equal	Chloride Contamination Test CHI OR*TEST or social	Dry-Clean of Deck, Parapets and Expansion Joints	Mobilization	CONTRACT ITEM DESCRIPTION
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Electric Arrow Board	Iralic control	Hagger	Traffic Control Devices	Pilot Truck and Driver	MAINTAINING TRAFFIC 636011-001 through 636021-001	Multi Component Coat, applicate w/matr/s provided by WVDOH	Single Component Coat applicate w/matte provided by WA/DOH	Mathic Costings Navardo Brimes Blue	Wasser Microsoft Sve Toponst Iron Oddo Sve MC District 100 Toponst	Wasser MicaceousSys. Miozinc Primer IronOxide Sys. MC-Miozinc 100	Wasser Micaceous Sys. Miomastic Primer Iron Oxide Sys MC- Miomastic 100 Intermed	Wasser Micaceous system Prepond Sealer Iron Oxide System Prepond Sealer MC Prepond 100	DeVo System Urethane Pre Prime System Devthane 359 Urethane	Devosystem Epoxy Primer Pre Prime System Bar Rust 231 Epoxy Primer	Devo system Heavy Duty Cleaner Pre Prime system Devprep 88 Heavy Duty Cleaner	2100 HRCSA Priming Topcoat	TR2200HS HRCSA Fell Plant/Sealer Calcium Sullomate Systems	NEPCOAT	NTPEP	Zinc Rich Low VOC System from Approved Products List	Hand applic. surcharge brush, roller, glove (excludes stripe appl.)	Caulking	Window Protection Toxic Mater	Disposal Waste Material from Cleaning Operations Pro-Project Clean I in	Containment Hand Tool/Vaccum Shrouded Power Tool Cleaning	CG Containment Power Tool Cleaning	\rightarrow		_	Power Tool Cleaning w/Porsesure washing 10001 or greater SF		Hand Tool Cleaning w/HOT water washing 0 -5000 SF	Hand Tool Cleaning w/Pressure washing greater than 10001 SF	Hand Tool Cleaning w/Pressure washing 5,001 to 10,000 SF	Hand Tool Cleaning w/Pressure washing 0 to 5,000 SF	Pressure Washing - HOT Water	Pressure Washing	Chloride Contamination Test CHLOR*TEST, or equal	Dry-Clean of Abutments, Piers, Diaphragms and Flanges	Dry-Clean of Deck, Parapets and Expansion Joints	Mobilization	CONTRACT ITEM DESCRIPTION	
																																										OR EQUAL Manufacturer Name	
EXTENDED COST:		1																																								OR EQUAL Manufacturer Part#	
-	Site - \$		_	Day	4-	<u>۱</u>	_	╄	+	쏚	유 —	섞	유	윢	똮	왂	유	SH.	SF	4	4	দ <i>ত</i>	ш	DRUM	ŞF	유	유	왂:	ξ S	fi fi	유	ŞF	왂	왂	쏚	ξ	위	ឧ	: K	왂	S	UNIT	
\$ 31.25	<u> </u>		\$ 1.65	\$ 1,140.00	0.00			9 0.79		\$ 0.70	\$ 0.60	\$ 0.53	\$ 0.81	\$ 0.63	\$ 0.11	\$ 1.45	\$ 0.75	\$ 2.15				\$ 6.88		\$ 2,550.00	\$ 0.13					\$ 1.75		\$ 2.75				\$ 2.85	\$ 250			\$ 0.85	\$ 1,565.00	UNIT COST	DODDRIDG
		\$ 25.00	\$ 1.6	\$ 1,140.0		9 6	9 67		ı	\$ 0.70	\$ 0.60	\$ 0.53	\$ 0.81	\$ 0.63	\$ 0.11	\$ 1.45	\$ 0.75	S	€9		ક	S 312	9 (\$ 2,55	ક્ક	\$	€5	क	s (\$ 1.75	€9	\$	€9	€9	÷		ક	8 /5.00	S	49	\$ 1,5	UNIT COST	Æ FAYETTE
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31.25 \$	000.00	25.00	_	1,140.00 \$	0.00	0.00		┿	—	0.70	0.60	0.53	0.81	0.63	0.11	1.45	0.75			2.15	_		_	_	-	0.13	_	_		1.75	_	\perp	_	2.00		2.85	_	300	_	_	1,565.00	UNIT COST	GILMER
31.25	8,000.00	25.00		1,140.00	0.00					\$ 0.70	\$ 0.60	\$ 0.53	\$ 0.81	\$ 0.63	\$ 0.11	\$ 1.45	\$ 0.75	\$ 2.15		\$ 2.15		\$ 312.50	2000		\$ 0.13	\$ 0.13	\$ 14.00	\$ 13.50	\$ 475	\$ 1.75	\$ 2.25	\$ 2.75	\$ 1.50	\$ 2.00	\$ 2.50	\$ 2.85	\$ 2.50	30.00	\$ 2.00	\$ 0.85	\$ 1,565.00	UNIT COST	GRANT
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31.25 \$	_	_	1.65 \$	1,140.00 \$	0.00	_		_		0.70 \$	0.60 \$	0.53 \$	0.81	0.63 \$	0.11	1.45	0.75	2.15 \$	\rightarrow	2.15	_		1.00		_	0.13	_	_	_	1.75	-		_	_	_			30.00		_	1,565.00	UNIT COST	GREENBRIER
31.25					0.33					\$ 0,70	\$ 0.60	\$ 0.53	\$ 0.81	\$ 0.63	\$ 0.11	\$ 1.45	\$ 0.75	\$ 2.15		\$ 2.15		\$ 312.50		2,55		\$ 0.13		\$ 13.50		\$ 1.75				-		\$ 2.8			\$ 2.0		\$ 1,565.00	UNIT COST	HAMPSHIRE
\$ 31.25	ťΑ	ŧΑ	40	to t	9 4	9 64	69	+ 65	,	S	69	€9	69	ఈ	€9	↔	69	€9	S	69	s9 €	50 64	, €	\$ 2,5	જ	69	69	49	59 G	n c n	S	49	€9	↔	€9	69	69 E	A 65	9 6 0	GĐ	\$ 2.0	I UNIT COST	E HANCOCK
25 \$ 31.25	00 \$8,00	00 \$ 2	\$	00 \$ 1,140.00	0.00	7	69	49	, † ,	0.70 \$	0.60 \$	0.53 \$	0.81 \$	0.63 \$	0.11 \$	1.45 \$	0.75 \$	€5	es.		59 4	SS 65	9 6	\$ 2,5	÷Ω	0.13	co ·	49	99 €	1.75	_	2.75	_	\$ 00.	_	2.85	250 \$	9 65	2.00 \$	S	€9		┼~
11.25	0.00	5.00	<u>.</u>	0.00	S	g g	8 8	0.79		0.70	0.60	0.53	0.81	0.63	0.11	1.45	0.75	215	2.15	2.15	3 8	312.50 6.88		50.00	0.13	0.13	14.00	3 3 3 3	475	1.75	2.25	2.75	.50	2 8	2.50	285	250	3 8	200	0.85	1,565.00	UNIT COST	HARDY

35 쓩 ltem CG Power Tool Clean'g w/Pressure Washing 0 -5000 SF Electric Arrow Board Multi Component Coat. applicatn w/matr'ls provided by WVDOH Single Component Coat, applicatn w/matls provided by WVDOH Wasser Micaceous Sys. Topcoat Iron Oxide Sys. MC-Luster 100 Topcoat Miomastic 100 intermed Wasser MicaceousSys. Miozinc Primer IronOxide Sys. MC-Miozinc 100 Wasser Micaceous System Prepond Sealer Iron Oxide System Prepond CONTRACT ITEM DESCRIPTION Traffic Control Traffic Control Devices Pilot Truck and Driver MAINTAINING TRAFFIC 636011-001 through 636021-001 Wasser Micaceous Sys. Miomastic Primer Iron Oxide Sys MC DeVo System Urethane Pre Prime System Devthane 359 Urethane 2100 HRCSA Primine Topcoat DeVo System Heavy Duty Cleaner Pre Prime System Devprep 88 Heavy TR2200HS HRCSA Penetrant/Sealer
Termarust System Self Priming Topcoat Calcium Sulfonate System-TR CG Containment Power Tool Cleaning CG Power Tool Clean'g w/HOT water Pressure washing 0 -5000 SF Power Tool Cleaning w/HOT water Pressure washing 0 -5000 SF Hand applic. surcharge brush, roller, glove (excludes stripe appl. Pre-Project Clean Up Disposal Waste Material from Cleaning Operations Containment Hand Tool/Vaccum Shrouded Power Tool Cleaning Dry-Clean of Deck, Parapets and Expansion Joints DeVoSystem Epoxy Primer Pre Prime System Bar Rust 231 Epoxy fermarust System Penetrant/Sealer Calcium Sulfonate System Zinc Rich Low VOC System from Approved Products List Worker Protection Toxic Metal Power Tool Cleaning w/Pressure washing 0 to 5000 SF Hand Tool Cleaning w/HOT water washing 0-5000 SF Hand Tool Cleaning w/Pressure washing 5,001 to 10,000 SF Pressure Washing - HOT Water Pressure Washing Soluble Saft Remover CHLOR*RID, or equal Dry-Clean of Abutments, Piers, Diaphragms and Flanges ealer MC Prepond 100 land Tool Cleaning w/HOT water washing 10001 or greater SF Hand Tool Cleaning w/Pressure washing greater than 10001 SF Hand Tool Cleaning w/Pressure washing 0 to 5,000 SF Chloride Contamination Test CHLOR*TEST, or equal Hand Tool Cleaning w/HOT water washing 5001 to 10000 SF OR EQUAL Manufacturer Name Manufacturer Part # OR EQUAL EXTENDED COST: Hour DRUM Day Site Day IN Unit 쏚 PAY ş 꺆 앾 앾 쏚 앾 앾 앾 쏚 ş ş 왂 ş ş 왂 Ŷ 앆 앾 ŝ 유 Ξ 앾 쏚 앾 얶 ထူ 앾 쏚 앾 \mathbb{F} ŝ S 69 Ø S es. \$8,000.00 \$1,140.00 \$ 1,565.00 UNIT COST HARRISON JACKSON JEFFERSON KANAWIHA 312.50 ,550.00 31.25 25.00 0.79 14.00 13.50 75.00 0.55 0.60 0.70 0.53 0.81 0.63 0 0.75 0.13 0.60 6 88 0.13 |. | 25 | 25 1.50 4.75 450 2.25 2.75 200 2.50 2.85 2.50 2.00 2 5 0.20 8 1.75 5 S Ø 69 69 Ś S 69 ಳಾ \$ 2,550.00 \$ 1,565.00 UNIT COST UNIT COST UNIT COST 1,140.00 312.50 25.00 0.70 13.50 75.00 0.55 0.60 0.79 0.81 0.60 0.53 0.630.1 1.45 1.50 6.88 0.13 03 14.00 4.75 2.25 2.85 2.50 <u>.</u>5 4.50 2.75 2.00 1.75 200 0.20 50 55 ₩ Ş 49 49 € Ś 49 49 49 67 \$1,140.00 \$2,000.00 ,550.00 25.00 0.60 0.79 0.70 12.50 75.00 0.550.60 0.53 0.81 0.63 <u>0</u> 0.75 0.13 13,50 14.00 8 6.88 <u>0</u> 4.75 2.75 1.20 1.45 2.15 2.15 1.50 <u>8</u> 2.25 1.75 200 2.85 250 0.20 2,00 0.85 1.50 49 60 Ś \$1,140.00 G 69 49 ಳು Ś \$8,000.00 \$ 1,565.00 25.00 550.00 13.50 14.00 75.00 0.55 0.60 12.50 0.79 0.70 .0 69 0.53 0.81 0.63 <u>0</u>1 0.13 0.75 0.13 58 4.75 4.50 2.25 2.75 2.00 2.85 2.50 0.20 2.00 0.85 1.20 2.50 <u>.4</u>5 . S 5 175 5 en. \$ 1,140.00 69 S Ø 49 69 S ψ 49 Ø LEWIS 312.50 550.00 25.00 0.11 0.13 75.00 0.55 0.60 0.79 0.70 000 0.530.81 0.63 13.50 0.75 6.88 0.13 4.50 4.75 2.25 2.50 <u>.</u>5 4.00 275 2.00 2.85 0.20 2.15 1.75 250 2.00 1.20 1.45 1.50 8 1.50 S Ġ (r) \$ 1,140.00 Ø છ 69 ÷ ψŋ \$ 8,000.00 UNIT COST | UNIT COST | UNIT COST \$ 2,000.00 LINCOLN 2,550.00 1.65 25.00 14.00 0.55 060 0.79 0.70 0.63 0.11 0.13 13.50 75.00 0.60 0.53 0.81 12.50 0.75 588 0.13 4.50 4.75 1.45 2.15 1.20 215 .5 5 225 2.75 20 2.85 0.20 2.50 2.00 0.85 1.75 .50 5 2.50 (/) ÷ 49 49 49 Ø S \$ 1,140.00 49 \$2,550.00 \$2,000.00 LOGAN 25.00 14.00 13.50 75.00 0.13 0.55 080 0.79 2.85 0.70 0.60 0.53 0.81 0.63 0.11 0.75 2.15 6.88 12.50 0.13 4.75 4.50 2.25 2.75 2.15 200 0.20 0.85 2.50 2.00 85 20 55 -45 55 2 .75 9 \$ 1,140.00 Ś G 69 G) ψŋ S Ø 49 49 (1) 67 G McDOWELL S 2,550.00 25.00 0.70 14.00 3 5 75.00 0.79 0.55 8 <u>ල</u> 0 83 0.63 0.1 0.75 0.81 2.15 688 0.13 <u>.</u>5 4.50 2.85 2.50 2.00 0.85 දු -65 5 25 .50

41	6	39	38	37		36	35	34	33	32	31	30	29	28	27	26	25	240	24C	248	24	23	22	21	3 6	18	17H	16	15H	14	护	12H	10	9	8	7H	6	5	4	3	2	-	îtem
Electric Arrow Board	Traffic Control	Flagger	Traffic Control Devices	Pilot Truck and Driver	MAINTAINING TRAFFIC 636011-001 through 636021-001	Multi Component Coat. applicatn w/matr'ls provided by WVDOH	Single Component Coat, applicatn w/matls provided by WVDOH	Mathis Coatings Noxyde Primer Plus	Wasser Micaceous Sys. Topcoat Iron Oxide Sys. MC-Luster 100 Topcoat	Wasser Micaceoussys. Miozine Primer IronOxide Sys. MC-Miozine 100 Primer	wasser Micaceous Sys. Miomastic Primer Iron Oxide Sys Mic- Miomastic 100 Intermed	wasser will account system Prepond Sealer (for Oxide System Prepond Sealer MC Prepond 100	DeVo System Urethane Pre Prime System Devthane 359 Urethane	DeVoSystem Epoxy Primer Pre Prime System Bar Rust 231 Epoxy Primer	Devo system neavy Duty Cleaner Pre Prime system Devprep 88 Heavy	2100 HRGSA Priming Topcoat	TR2200HS HRCSA Penetrant/Sealer Transpiret without Self Priming Transpiret Sealer Selfonate System. Te	NEPCOAT	NTPEP	Zinc Rich Low VOC System from Approved Products List	Hand applic. surcharge brush, roller, glove (excludes stripe appl.)	Caulking	Worker Protection Toxic Metal	Pre-Project Clean Up	Containment Hand Tool/Vaccum Shrouded Power Tool Cleaning	CG Containment Power Tool Cleaning	CG Power Tool Clean'g w/HOT water Pressure washing 0 -5000 SF	CG Power Tool Clean'g w/Pressure Washing 0-5000 SF	Power Tool Cleaning w/HOT water Pressure washing 0 -5000 SF	Power Tool Cleaning w/Pressure washing 0 to 5000 SF	Hand Tool Cleaning w/HOT water washing 10001 or greater SF	Hand Tool Cleaning w/HOT water washing 0 -5000 SF	Hand Tool Cleaning w/Pressure washing greater than 10001 SF	Hand Tool Cleaning w/Pressure washing 5,001 to 10,000 SF	Hand Tool Cleaning w/Pressure washing 0 to 5,000 SF	Pressure Washing - HOT Water	Pressure Washing	Soluble Salt Remover CHLOR*RID, or equal	Chloride Contamination Test CHLOR*TEST, or equal	Dry-Clean of Abutments, Piers, Diaphragms and Flanges	Dry-Clean of Deck, Parapets and Expansion Joints	Mobilization	CONTRACT ITEM DESCRIPTION
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EXTENDED COST:	site	//////////////////////////////////////	//////////////////////////////////////	//////////////////////////////////////		IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	//////////////////////////////////////	//////////////////////////////////////	SF SF	SF	SF	SF	//////////////////////////////////////	//////////////////////////////////////	SF	SF SF	SF.	11 SF	//////////////////////////////////////	SF	ss (((((((((((((((((((((((((((((((((((LE LE	S I I I I I I I I I I I I I I I I I I I	SE	ST	SF	()))))))))))))))))))))))))))))))))))))	//////////////////////////////////////	SF SF	3F	35.	34 34	SF SF	1/////////////////////////////////////	//////////////////////////////////////	//////////////////////////////////////	# W	꺆	∃A	35 (IIIIIIIII) 35 SE	7////////////////////////////SF		OR EQUAL PAY Manufacturer Part # UNIT
	\$ 8,000.00	1 - 1	1.65	\$ 1,140.00	.	\$ 0.55	\$ 0.60	\$ 1.20	\$ 0.79	\$ 0.70	\$ 0.60	\$ 0.53	\$ 0.81	\$ 0.63	\$ 0.11	\$ 1.45	\$ 0.75		\$ 2.15	\$ 2.15 \$		- 1	\$ 312.50 \$	S 5	S			13.50	- 1	4.50	\$ 1.75	2.75	1.50	\$ 2.00		\$ 2.85	2.50	\$ 0.20	75.00	\$ 2.00	- '1	\$ 1	UNIT COST
31.25		25.00	1.65	\$ 1,140.00	.	0.55	0.60	\$ 1.20	\$ 0.79	\$ 0.70	\$ 0.60	\$ 0.53	\$ 0.81	\$ 0.63	\$ 0.11	S 1.45	\$ 0.75	2.15	2.15	2.15	1.50	6.88	31250	2,350.00	0.13	0.13	14.00	\$ 13.50	- 1		1	\$ 2.75	\$ 1.50	\$ 2.00		\$ 2.85	\$ 2.50	\$ 0.20	69	\$ 2.00	\$ 0.85	S 1.565.00	UNIT COST
31.25	8,000.00	25.00	1.65	\$ 1,140.00	.		0.60		\$ 0.79	\$ 0.70	\$ 0.60	\$ 0.53	\$ 0.81	\$ 0.63	\$ 0.11	\$ 1.45	\$ 0.75	2.15	215		1.50	6.88		2,330.00	\$ 0.13	0.13	14.00	13.50	4.75	4.50		2.75	1.50	2.00		2.85	\$ 2.50	0.20			\$ 0.85	\$ 2,000.00	UNIT COST
31.25	8,000.00	25.00	1.65	\$ 1,140.00	.	0.55	\$ 0.60	1.20	\$ 0.79	\$ 0.70	\$ 0.60	\$ 0.53	\$ 0.81	\$ 0.63	\$ 0.11	\$ 1.45	\$ 0.75	2.15	2.15		1.50	6.88	312 50	\$ 2,550.00 \$ 1.50		0.13	14,00	13.50			\$ 1.75	\$ 2.75	1	\$ 2.00			\$ 2.50		\$ 75.00		\$ 0.85	\$ 1,565.00	UNIT COST
31.25	00.000,8	25.00	1 65	\$ 1,140.00	, 3		0.60		\$ 0.79	\$ 0.70	\$ 0.60	\$ 0.53	\$ 0.81	\$ 0.63	\$ 0.11	\$ 1.45	\$ 0.75	2.15	2.15	\$ 2.15	1.50	6.88	\$ 312.50	1.50	0.13	0.13	\$ 14.00	13.50	4.75	4.50	\$ 1.75	2.75	1.50	2.00	2.50	2.85	\$ 2.50	0.20				\$ 1,565.00	UNIT COST
\$ 31.25	8,000.00	\$ 25.00	1.65	1.140.00	,	0.55	S 0.60	1.20	\$ 0.79	\$ 0.70	\$ 0.60	\$ 0.53	\$ 0.81	\$ 0.63	\$ 0.11	S 1.45	\$ 0.75	2.15	2.15	2.15	1.50	\$ 6.88	31250	2,000.00	\$ 0.13	0.13	14.00	13.50	4.75	4.50	1.75	\$ 2.75	1.50	2.00			\$ 2.50		\$ 75.00			\$ 2,000.00	UNIT COST
\$ 31.25	8,000.00	25.00	1.65			0.55	\$ 0.60	1.20	\$ 0.79	\$ 0.70	\$ 0.60	\$ 0.53	\$ 0.81	\$ 0.63	\$ 0.11	\$ 1.45	\$ 0.75	\$ 215	2.15	\$ 2.15	1.50	\$ 6.88	S 31250	\$ 2,550.00	\$ 0.13	\$ 0.13	\$ 14.00	\$ 13.50	\$ 4.75	\$ 4.50	\$ 1.75	\$ 2.75	\$ 1.50	\$ 2.00	\$ 2.50	\$ 2.85	\$ 2.50	\$ 0.20	\$ 75.00	2.00		\$ 1,565.00	UNIT COST UNIT COST
\$ 31.25	\$ 8,000.00	\$ 25.00	\$ 1.65	\$ 1,140,00		-	\$ 0.60	\$ 1.20	\$ 0.79	\$ 0.70	\$ 0.60	\$ 0.53	\$ 0.81	\$ 0.63	\$ 0.11	\$ 1.45	\$ 0.75	\$ 2.15		\$ 2.15		\$ 6.88	پ	\$ 2,000,00 S 150				_		\$ 4.50		\$ 2.75				\$ 2.85					\$ 0.85	\$ 1,565.00	UNIT COST

41	40	39	38	37		36	35	34	33	32	31	ä	29	28	27	26	25	24D	24C	24B	24	23	22	21	20	ā [2 5	171 5	1 1	15	13H	12H	11H	5	9	8	Ŧ	6	5	[4	ল	2	-	Item	1
Electric Arrow Board	Traffic Control	Flagger	Traffic Control Devices	Pilot Truck and Driver	MAINTAINING TRAFFIC 636011-001 through 636021-001	Multi Component Coat. applicatn w/matr'ls provided by WVDOH	Single Component Coat, applicatn w/matls provided by WVDOH	Mathis Coatings Noxyde Primer Plus	Wasser Micaceous Sys. Topcoat Iron Oxide Sys. MC-Luster 100 Topcoat	Wasser MicaceousSys, Miozinc Primer IronOxide Sys, MC-Miozinc 100 Primer	Migmastic 100 Intermed	Sealer MC Prepond 100	DeVo System Urethane Pre Prime System Devthane 359 Urethane	DeVoSystem Epoxy Primer Pre Prime System Bar Rust 231 Epoxy Primer	DeVo System Heavy Duty Cleaner Pre Prime System Devprep 88 Heavy Duty Cleaner	lermarust System Seit Priming Topcoat Calcium Sullonate System: IX 2100 HRCSA Priming Topcoat	TR2200HS HRCSA, Penetrant/Sealer		NTPEP	Zinc Rich Low VOC System from Approved Products List	Hand applic. surcharge brush, roller, glove (excludes stripe appl.)	Caulking	Worker Protection Toxic Metal	Pre-Project Clean Up	Disposal Waste Material from Cleaning Operations	Containment Hand Tool/Vaccum Shrouded Power Tool Cleaning	CG Containment Power Tool Cleaning	CG Power Tool Clean's w/HOT water Pressure washing 0 -3000 SF	Power Tool Cleaning w/HOT water Pressure washing 0 -5000 SF	Power Tool Cleaning w/Pressure washing 0 to 5000 SF	Hand Too! Cleaning w/HOT water washing 10001 or greater SF	Hand Too! Cleaning w/HOT water washing 5001 to 10000 SF	Hand Tool Cleaning w/HOT water washing 0 -5000 SF	Hand Tool Cleaning w/Pressure washing greater than 10001 SF	Hand Tool Cleaning w/Pressure washing 5,001 to 10,000 SF	Hand Tool Cleaning w/Pressure washing 0 to 5,000 SF	Pressure Washing - HOT Water	Pressure Washing	Soluble Salt Remover CHLOR*RID, or equal	Chloride Contamination Test CHLOR*TEST, or equal	Dry-Clean of Abutments, Piers, Diaphragms and Flanges	Dry-Clean of Deck, Parapets and Expansion Joints	Mobilization	CONTRACT ITEM DESCRIPTION	
																																												OR EQUAL Manufacturer Name	•
////////////////////// Day \$	//////////////////////////////////////	\vdash	//////////////////////////////////////	8 ////////////////////////////////////	_	4		//////////////////////////////////////	SF S	SF S	SF S	SF S	SF S	SF S	SF I	SF 1	SF 1	//////////////////////////////////////	┺	\vdash	Щ	\rightarrow			≤ .	4	_		_	╄	L	//////////////////////////////////////	\perp	_	11111111111111111111111111111111111111	4	11111111111111111111111111111111111111	//////////////////////////////////////	SF	EA		//////////////////////////////////////	//////////////////////////////////////	OR EQUAL PAY Manufacturer Part # UNIT	
31.25 \$	8,000.00	25.00 \$	1.65 \$	1,140.00	,	0.55	0.60	\$ 1.20 \$	\$ 0.79 \$	\$ 0.70 \$	\$ 0.60 \$	\$ 0.53 \$	\$ 0.81 \$	\$ 0.63 \$	\$ 0.11 \$	\$ 1.45 \$	\$ 0.75 \$	\$ 215 \$	\$ 2.15 \$	2.15	1.50	6.88	ယ္	1.50 \$	2,550.00 \$	0 0	2 2 2	20	4.75	4.50 \$	\$ 1.75 \$	\$ 2.25 \$	2.75 \$	1.50 \$	2.00 \$	2.50 \$	2.85 \$	2.50 \$	0.20 \$	75.00 \$	2.00 \$	\$ 0.85 \$	\$ 2,000.00 \$	UNIT COST UN	INCOME.
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Electric Arrow Board	I Tallic Control	Flagger	Traffic Control Devices	Pilot Truck and Driver	MAINTAINING TRAFFIC 636011-001 through 636021-001	Multi Component Coat, applicatn w/matr/ls provided by WVDOH	Single Component Cost applicate w/matte provided by WO/DOH	Mathis Coatings Noxyde Primer Plus	Wasser Micaceous Sys. Topcoat Iron Oxide Sys. MC-Luster 100 Topcoat	Wasser MicaceousSys. Miozinc Primer IronOxide Sys. MC-Miozinc 100 Primer	Wasser Micaceous Sys. Miomastic Primer Iron Oxide Sys MC- Miomastic 100 Intermed	Wasser Micaceous System Prepond Sealer Iron Oxide System Prepond Sealer MC Prepond 100	DeVo System Urethane Pre Prime System Devthane 359 Urethane	DeVoSystem Epoxy Primer Pre Prime System Bar Rust 231 Epoxy Primer	DeVo System Heavy Duty Cleaner Pre Prime System Devprep 88 Heavy Duty Cleaner	2100 HRCSA Priming Topcoat	remen ust system remendativ sealer Celcium Sullomate system-	NEPCOAT	NTPEP	Zinc Rich Low VOC System from Approved Products List	Hand applic. surcharge brush, roller, glove (excludes stripe appl.)	Caulking	Worker Protection Toxic Metal	Pre-Project Clean Up	Disposal Waste Material from Cleaning Operations	Containment Hand Tool/Vaccum Shrouded Power Tool Cleaning	CG Power Tool Clean'g w/HOT water Pressure washing 0 -5000 SF	CG Power Tool Clean'g w/Pressure Washing 0 -5000 SF	Power Tool Cleaning w/HOT water Pressure washing 0-5000 SF	Power Tool Cleaning w/Pressure washing 0 to 5000 SF	Hand Tool Cleaning w/HOT water washing 10001 or greater SF	Hand Tool Cleaning w/HOT water washing 5001 to 10000 SF	Hand Tool Cleaning W/HOT water washing 8 reater than 1001 SF	Hand Tool Cleaning w/Pressure washing 5,001 to 10,000 SF	Hand Tool Cleaning w/Pressure washing 0 to 5,000 SF	Pressure Washing - HOT Water	Pressure Washing	Soluble Salt Remover CHLOR*RID, or equal	Chloride Contamination Test CHLOR*TEST, or equal	Dry-Clean of Abutments, Piers, Diaphragms and Flanges	Dry-Clean of Deck, Parapets and Expansion Joints	Mobilization	CONTRACT ITEM DESCRIPTION	
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WVDOH BRIDGE PAINTING AND CLEANING by COUNTY 6621C017

ATTACHMENT A (ATT A) - PRICING PAGE	1244 1144 1144 44 42 01111 1984 4111 1984 6111
Provide Your Bidder/Vendor Name: SPECIALTY GROUPS, INC.	

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West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

"Interested party" or "Interested parties" means:

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

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

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

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

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

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Specialty Group The Address: Po Box 96
BRIOLEPOLT, WV 26330
Name of Authorized Agent: Pob Hamicton Address: Po Box 96 Birioge Fout, WV 26330
Contract Number: Dot 2100000013 Contract Description: Bridge CLEANING & PAINTING
Governmental agency awarding contract: WV Div. OF HICHWAYS
□ 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. ☐ TAMES. E. HERLON
 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) \[\text{Check here if none, otherwise list entity/individual names below.} \]
Signature:
Notary Verification
State of Nest Vivaina , County of Harrison : I, Robert Hamilton , 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
To be completed by State Agency: Date Received by State Agency: Date submitted to Ethics Commission: Governmental agency submitting Disclosure: Notary Public's Signature STATE OF WEST VIRGINIA NOTARY PUBLIC JAMI L. SHELHAMMER 15 Harvey St. Clarksburg W. 2001 16 Horney St. Clarksburg W. 2001

Revised June 8, 2018