



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

Request for Quotation

RFQ NUMBER
667C0018

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON
304-558-2402

PODDNEY

*709035458 304-744-9431
W Q WATTERS COMPANY
ROUTE 2 BOX 368

CHARLESTON WV 25314

SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED 03/04/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 03/21/2007				

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-61		
<p>MAINTENANCE PAINTING OF VARIOUS BRIDGES</p> <p>OPEN END CONTRACT</p> <p>TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE THE WEST VIRGINIA DIVISION OF HIGHWAYS REQUIREMENTS FOR MAINTENANCE PAINTING OF VARIOUS BRIDGES.</p> <p>THE PURPOSE OF THIS CONTRACT IS TO ESTABLISH UNIT PRICES FOR ITEMS 1 THROUGH 39 WHICH ARE TO BE USED AS THE BASIS FOR AWARDING STATE CONTRACT PURCHASE ORDERS (SCO'S) FOR THE MAINTENANCE PAINTING OF VARIOUS BRIDGES WITHIN THE QUOTED DISTRICT(S).</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF EIGHT (8) MONTHS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS I NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

RECEIVED
 2007 MAR 15 A 9:46
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Kenneth P. Osburn* TELEPHONE: (304) 744-9431 DATE: 3/21/07

TITLE: Vice President FEIN: 55-0334314

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED VENDOR



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<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Kenneth J. Deans* TELEPHONE (304) 744-9431 DATE 3/21/07
 LE Vice President FEIN 55-0334314

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<p>RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>WORKERS COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS COMPENSATION IF SUCCESSFUL.</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF A CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kenneth P. Brown</i>	TELEPHONE (304) 744-9431	DATE 3/21/07
TITLE Vice President	FEIN 55-0334314	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



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BUDGET

*709035458 304-744-9431
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<p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: W. Q. Watters Company CONTRACTORS NAME -</p> <p>CONTRACTORS LICENSE NO. - WV000563</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 667C0018</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Keith P. Jones* TELEPHONE: (304) 744-9431 DATE: 3/21/07

TITLE: Vice President FEIN: 55-0334314 ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE AND TIME PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 744-9433 <hr/> CONTACT PERSON (PLEASE PRINT CLEARLY): Kenneth P. Bowen <hr/> ***** THIS IS THE END OF RFQ 667C0018 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Kenneth P. Bowen* TELEPHONE **(304) 744-9431** DATE **3/21/07**
 TITLE **Vice President** FEIN **55-0334314**
ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE Labeled 'VENDOR'

1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2000, as amended by the current Supplemental Specifications at the time of bid opening, shall apply to the administration of this Contract: Sections 101, 102.4, 102.5, 103.6, 104.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.7, 107.12, 107.14, 107.15, 107.16, 107.19, 107.20, 107.21, 107.23, 108.3, 108.5, 108.7, 108.8, 109.1 and 109.2.

The terms "Contractor" and "Vendor" used in the above specifications of this Contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000, as amended by the current Supplemental Specifications at the time of bid opening, may be obtained from:

Office of the Director of Construction
West Virginia Division of Highways
1900 Kanawha Blvd., East, Bldg. 5, Room A-729
Charleston, West Virginia 25305

Web Site:
http://www.wvdot.com/engineering/TOC_engineering.htm

1.1 PAINTING

- 1.1.1 Sealer Application (Where applicable): Upon completion of sealer application, 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.
- 1.1.2 Prime Coat: All bare metal surfaces shall receive one coat of Primer. All bolt heads and nuts, all rivet heads, edges of flanges and edges of plates that are cleaned to bare metal shall receive one stripe coat, by brush application prior to the application of the full primer coat.
- 1.1.3 Intermediate Field Coat: Upon completion of priming, one coat of Intermediate Field Coat Paint shall be applied as specified.
- 1.1.4 Finish Coat: Upon completion of intermediate field coat, one finish coat shall be applied as specified. The Engineer may direct that the finish coat be applied to the entire bridge.
- 1.1.5 Terms: Finish Coat and top coat are interchangeable.

1.2 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 Engineer.

1.3 PAINT

1.3.1 The finish/top coat color shall be as specified on the State Contract Purchase Order (SCO) or as directed by the Engineer.

1.3.2 The District shall test the areas of severest deterioration (after removing rust scale) for chloride contamination by the CHLOR*TEST (chloride test kit) method. The maximum allowable level of chloride contamination shall be 5 micrograms/cm². CHLOR*TEST results shall be listed on the State Contract Purchase Order (SCO).

1.3.3 The District shall verify that intercoat adhesion and substrate adhesion of the existing coating system is 3A, 3B or better in accordance with ASTM 3359. Adhesion tests will be taken at a minimum of 2 locations in each span (if accessible) of the bridge, the fascia web of the exterior stringer and the web of an interior stringer. Adhesion results shall be listed on the State Contract Purchase Order (SCO).

1.3.4 The District shall obtain a sample of the existing total paint system and have it tested for copper, magnesium, manganese and the eight (8) Resource Conservation and Recovery Act (RCRA) metals (total). Results of the test for the heavy metals shall be listed on the State Contract Purchase Order (SCO).

1.3.5 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 Engineer.

1.4 DRY FILM THICKNESS

1.4.1 On areas of exposed bare metal each coat of paint shall be applied in accordance with the manufacturer recommendations as measured by non-destructive instruments.

1.4.2 On areas of the structure which contain sound, adherent existing paint, each coat of paint shall be applied in accordance with manufacturer's recommendations as 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. The coating shall not be applied to a thickness which will affect the drying qualities of each coat of paint.

1.5 DRYING TIME

Application time between paint coats shall be per manufacturer's recommendations, and at the direction of the project engineer.

1.6 WEATHER LIMITATIONS AND CONDITIONS

Painting will not be permitted when the ambient temperature is below 40°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° above the dew point. Painting will not be done while the surface is hot enough to cause blistering or a too rapid solvent release.

1.7 SURFACE PREPARATION

Surface preparation shall consist of dry-clean methods, pressure washing (cold or hot), hand tool/power tool cleaning and/or commercial grade power tool cleaning.

If Devprep 88 Cleaner is specified on the SCO the contractor shall clean with Devprep 88 after the Dry-Clean method specified in 1.7.1 and prior to the pressure washing specified in 1.7.5.

1.7.1 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 paragraph 2.2.2.3.

1.7.2 CHLORIDE CONTAMINATION

When the SCO states a chloride contamination level less than the maximum allowable, no soluble salt remover will be added to the wash water and washing shall be performed as specified in paragraph 1.7.5.

When the SCO states a chloride contamination level above the maximum allowable, a soluble salt remover shall be added to the wash water as specified in paragraph 1.7.3 and the soluble salt remover shall meet the requirements of paragraph 1.7.4.

1.7.3 SOLUBLE SALT REMOVER

The contractor shall add a commercial soluble salt remover such as CHLOR*RID or equal to the wash water and in the first 50 sq ft of cleaning the contractor is to determine by sufficient testing (CHLOR*TEST) 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 paragraph 1.7.5. Thereafter, the contractor is to perform tests (CHLOR*TEST) in areas designated by the Engineer to insure that the entire structure has attained the specified level of cleanliness. The Engineer is to verify the degree of cleanliness. The Engineer's decision shall be final.

1.7.4 MATERIAL

The Soluble Salt Remover shall be CHLOR*RID or equal. This product is manufactured by CHLOR RID International, Inc. Chandler, AZ, PH: 800-422-3217 and shall meet or exceed the following specifications:

1. Material shall contain zero VOC's.
2. Material shall have a minimum shelf life of 24 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.

1.7.5 PRESSURE WASHING

All surfaces of the structure that are to receive paint shall be pressure washed with potable water from an approved source using a pump developing a minimum of 4000 pounds per square inch at the nozzle. The maximum pressure at the nozzle shall not exceed 4500 pounds per square inch. The pump must deliver a minimum of 4 gallons per minute to the nozzle.

Pressure washing shall be accomplished by holding the wash wand with rotary nozzle attachment at a maximum distance of twelve (12) inches from and perpendicular (90 degrees) to the steel surface being washed. The wand shall be moved along the surface at a rate not exceeding one (1) lineal foot per second.

All wash water shall be filtered with a 40 or finer mesh material to catch particles of paint and debris.

1.7.6 HOT WATER WASHING

Hot water washing may be required when directed by the Engineer. Hot water washing shall be as specified in paragraphs 1.7.2 and 1.7.5 above, except that the wash water shall have a minimum temperature of 180°F at the time of contact with the surface being washed.

1.7.7 HAND TOOL CLEANING

Hand tool cleaning shall be in accordance with Steel Structures Painting Council Specifications for Surface Preparation Number 2 (SSPC-SP2)

1.7.8 POWER TOOL CLEANING

Power tool cleaning shall be in accordance with Steel Structures Painting Council Specifications for Surface Preparation Number 3 (SSPC-SP3)

1.7.9 COMMERCIAL GRADE POWER TOOL CLEANING

Commercial grade power tool cleaning shall be in accordance with Steel Structures Painting Council Specifications for Surface Preparation Number 15 (SSPC-SP15). This method shall be used on all areas containing pack rust and/or excessive rust as directed by the Engineer. If chloride contamination was above the maximum allowable 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 of these areas shall be paid for under Bid Item 28.

1.8 PAINTING PRACTICES

Good painting practices are expected and will be required. 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 engineer to order the contractor to cease all work on the project until corrective action has been taken.

1.9 CAULKING

Contractor shall caulk any seams, joints or cracks as directed by the engineer when specified on the State Contract Purchase Order (SCO). Caulking, as directed, shall be pressed into the seams between the adjoining surfaces, by wetted finger or specialty tool, to insure bond and provide a smooth uniform surface. The caulk shall be applied after prime coat application when the primer has thoroughly dried prior to the application of the subsequent coat. Caulk material shall be by written recommendation of the paint manufacturer and approved by the engineer.

1.10 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 by the vendor leaving the project site in a neat and clean condition meeting the approval of the engineer. Cleaning shall be by the Dry-Clean method as specified in paragraph 1.7.1 and fugitive material and debris shall be disposed of as specified in paragraph 2.2.2.3.

1.11 MAINTAINING TRAFFIC

Traffic shall be maintained in accordance with Section 636 of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2000, as amended by the current Supplemental Specifications at the time of bid opening.

1.12 MOBILIZATION

The 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 and begin work no later than 15 days after starting date specified in the State Contract Order (SCO). At the end of the first day of work on any SCO, the contractor shall be entitled to payment of mobilization consisting of one unit of Item 37 Mobilization per SCO.

2. GENERAL PROVISIONS

2.1 BRIDGE 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.

2.2 ENVIRONMENTAL PROTECTION

Maintenance painting of steel bridges with 5000 square feet or less of surface area may be cleaned and painted in their entirety.

Maintenance painting of steel bridges exceeding 5000 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 considered to be those areas where the primer, intermediate, and top coat have failed and corrosion is present. Chalking, flaking, peeling etc. of the top and intermediate coat are not considered total coating failure.

2.2.1 Field painting shall be in accordance with sub-section 688.3.3 of the West Virginia Department of Transportation, Division of Highways, Standard Specifications Roads and Bridges, Adopted 2000, as amended by the current Supplemental Specifications at the time of bid opening.

2.2.2 The Contractor shall provide a containment/disposal control plan for each SCO 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 subsection 688.3.3.6 of the West Virginia Department of Transportation, Division of Highways, Standard Specifications Roads and Bridges, adopted 2000, and as amended by the current Supplemental Specifications at time of bid opening, except as follows:

- 2.2.2.1 Containment for Power Tool Cleaning and Commercial Grade Power Tool Cleaning shall be Class 3P. Containment for Hand Tool Cleaning and/or Vacuum Shrouded Power Tool Cleaning, shall consist of ground covers or free-hanging tarpaulins. Containment shall be in accordance with the Steel Structures Painting Council (SSPC) Guide 6, current issue at time of bid opening.

In addition, during painting operations the Contractor shall protect the environment (water, soil & 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.

- 2.2.2.2 Assessment Method for emissions shall be Method A, Level 2, as per Steel Structures Painting Council (SSPC) Guide 6, current issue at time of bid opening.

- 2.2.2.3 The DOH will provide the contractor with the EPA number of the DOH facility where the "Waste material from cleaning operations" shall be stored.

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

A copy of the land fill disposal receipt shall be given to the Engineer before final payment (up to 50 percent of SCO amount) will be made to the contractor.

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 Engineer.

2.3 RAILWAY HIGHWAY PROVISIONS

Areas of projects, which fall within existing railroad rights of way, are explicitly exempt from this contract.

2.4 WAGE RATES

The Contractor or subcontractor shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor minimum wage rates as established for Various Counties pursuant to West Virginia Code 21-5A et seq.

The West Virginia Division of Labor Wage Rates may be obtained from the following web site: www.state.wv.us/csr/, the Secretary of State's Office or from the West Virginia Department of Transportation, Division of Highways, Contract Administration Division or from the West Virginia Division of Labor at the following address:

West Virginia Division of Labor
Building 6, Room 749-B
1900 Kanawha Boulevard, East
Charleston, WV 25305-0570

3. METHODS OF MEASUREMENT AND BASIS OF PAYMENT

The pay quantity for cleaning by dry methods of the bridge deck, parapets and expansion joints as specified in paragraph 1.7.1 above, shall be the total square feet of surface area cleaned.

The pay quantity for cleaning by dry methods of the abutment seats, pier caps, diaphragms and flanges as specified in paragraph 1.7.1 above, shall be the total square feet of surface area cleaned.

The pay quantity for CHLOR*TEST as specified in paragraph 1.7.3 above, shall be per each test as directed by the Engineer.

The pay quantity for the soluble salt remover as specified in paragraph 1.7.3 above, shall be the total square feet of surface area cleaned.

When Devprep 88 is specified on the SCO, the contractor shall remove the Devprep 88 in conjunction with the pressure washing specified in paragraph 1.7.5 thus eliminating the washing specified in the manufacturer's product data sheet.

The pay quantity for worker protection items such as change areas, protective clothing, respirators etc. per the requirements of 29 CFR 1926.62, shall be lump sum. Bid Item 38.

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 paragraph 1.7.5 above, 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 Hot Water Washing including full compensation for hot water washing as specified in paragraph 1.7.6 above, shall be the total square feet of surface area cleaned.

The pay quantity for areas of rust specified in paragraph 1.7.9 above that require an addition pressure washing with the soluble salt remover, shall be the total square feet of surface area cleaned. Bid Item 28.

The pay quantity for each paint product shall be based on the total square feet of surface area coated by the product applied as specified in paragraph 1.4 above.

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 subsequent coat of paint.

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 Division of Highways and the contractor. When the entire structure is coated, calculations may be based on as built plans and/or shop drawings.

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.

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 Engineer and specified in the State Contract Purchase Order. Areas of hand application incidental to normal spray application (including stripe coat) shall not receive a surcharge payment.

The quoted unit price for all bid items, except Item 12 and Item 13 shall be fully compensated for all labor, equipment and materials required to satisfactorily complete the work.

The quoted unit price for Item 12 and Item 13, with the exception of the paint system which will be supplied by the Division of Highways, shall be fully compensated for all labor, equipment and materials required to satisfactorily complete the work.

The pay quantity for disposal of hazardous waste material, including partial drums, specified in paragraph 2.2.2.3 shall be per drum. Bid Items 39.

4. BIDDING INSTRUCTIONS

Vendor shall bid all Items on the bid schedule.

Any qualification of bid or any modification of the specifications or conditions governing the bids may be cause for rejection of bids.

Bids may be submitted for one or more Districts. When quoted prices vary between Districts separate bid schedules must be submitted clearly indicating the District for which bid prices applies. Quoted prices shall apply to all locations within the District(s) indicated on the bid schedule(s). A map outlining the ten Division of Highways' Districts is attached.

5. CONTRACT AWARD

A contract will be awarded to all qualified vendors who submit a valid bid.

In the event a Contractor fails to conform to the requirements of this contract document, the State Contract Purchase Order (SCO) or the Governing Specifications, the SCO may be cancelled and re-awarded to the next low bidder.

The State of West Virginia reserves the right to make multiple awards of this contract when it is in the best interest of the State.

6. DETERMINATION OF LOW BID

A bridge or pair of bridges may be designated as a project.

State Contract Purchase Orders (SCO's) for Maintenance Painting projects will be based on the lowest overall total cost of the combination of Items 1 through 39 required for the completion of the project.

A State Contract Purchase Order (SCO) will be issued to the vendor with the lowest total cost for a project.

7. PERFORMANCE

The vendor shall mobilize and begin operations within fifteen (15) days of receipt of the State Contract Purchase Order (SCO) for a project or at such time thereafter as specified in the SCO. All work shall be completed within thirty (30) calendar days after the starting date, except as approved by the engineer.

8. VENDOR'S INVOICES

Vendor's invoices must be submitted in original and one copy and contain the following:

- A. This Division of Highways Purchase Order Contract number and State Contract Purchase Order (SCO) number.
- B. Total quantity and unit price with the total cost of each item of work completed on the SCO.

NOTE: Vendors should type Bid Schedule

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BID SCHEDULE (CONT)
 DISTRICT(S) NO. 1,2,3,7,9,10
 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
Termarust - Calcium Sulfonate System*			
1.	2200 Penetrant/Sealer	None (Note 3 & 4)	\$ <u>1.30</u> per SF
2.	2100 Self Priming Topcoat	None (Note 3 & 4)	\$ <u>2.90</u> per SF
DeVoe - Pre Prime System*			
3.	Devprep 88 Cleaner	Par. 3.0 (Note 3 & 4)	\$ <u>.25</u> per SF
4.	Bar Rust 231 Epoxy Primer	None (Note 3 & 4)	\$ <u>.74</u> per SF
5.	Devthane 369 Urethane	None (Note 3 & 4)	\$ <u>.77</u> per SF
Wasser Micaceous Iron Oxide System:*			
6.	Prepbond Sealer	None (Note 3 & 4)	\$ <u>.67</u> per SF
7.	MC Miomastic Primer	None (Note 3 & 4)	\$ <u>.70</u> per SF
8.	MC Miozinc Primer	None (Note 3 & 4)	\$ <u>.73</u> per SF
9.	MC FerroX-A Top Coat	None (Note 3 & 4)	\$ <u>.70</u> per SF
Mathis Coatings Noxyde System*			
10.	Noxyde Primer	None (Note 3 & 4)	\$ <u>2.10</u> per SF
11.	Pegacryl Top Coat	None (Note 3 & 4)	\$ <u>1.50</u> per SF
Coatings Furnished by the Division of Highways:*			
12.	Selected Coating (Note 1 & 4) Single Component	Par. 3.0	\$ <u>.55</u> per SF
13.	Selected Coating (Note 2 & 4) Multi-Component	Par. 3.0	\$ <u>.65</u> per SF
Hand Application			
14.	Surcharge for brush, roller or glove application, with exception of stripe application	Par. 3.0	\$ <u>1.00</u> per SF

BID SCHEDULE (CONT)
 DISTRICT(S) NO. 1,2,3,7,9,10
 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
CAULKING:			
15.	Caulking	Par. 1.9	\$ <u>5.50</u> per LF
CLEANING:			
16.	Dry-Clean of Deck, Parapets, & Expansion Joints	Par. 1.7.1	\$ <u>.40</u> per SF
17.	Dry-Clean of Abutments, Piers, diaphragms & flanges	Par. 1.7.1	\$ <u>.50</u> per SF
18.	Hand Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ <u>1.00</u> per SF
19.	Power Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-3) & Para. 1.7.5	\$ <u>1.25</u> per SF
20.	Commercial Grade Power Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-15) & Para. 1.7.5	\$ <u>5.00</u> per SF
21.	Hand Tool Cleaning With Pressure Washing 5000 - 10000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ <u>1.05</u> per SF
22.	Hand Tool Cleaning With Pressure Washing Greater than 10000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ <u>1.25</u> per SF
23.	Hand Tool Cleaning With Hot Water Washing & Less than 5000 SF	(SSPC-SP-2) & Para. 1.7.6	\$ <u>1.75</u> per SF
24.	Power Tool Cleaning With Hot Water Washing & Less than 5000 SF	(SSPC-SP-3) & Para. 1.7.6	\$ <u>1.50</u> per SF
25.	Commercial Grade Power Tool Cleaning With Hot Water Washing & Less than 5000 SF	(SSPC-SP-15) & Para. 1.7.6	\$ <u>6.50</u> per SF

BID SCHEDULE (CONT)
 DISTRICT(S) NO. 1,2,3,7,9,10
 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
26.	Hand Tool Cleaning With Hot Water Washing & Para. 1.7.6 5000 - 10000 SF	(SSPC-SP-2)	\$ <u>1.50</u> per SF
27.	Hand Tool Cleaning With Hot Water Washing & Para. 1.7.6 Greater than 10000 SF	(SSPC-SP-2)	\$ <u>3.00</u> per SF
28.	Pressure Washing	Para. 1.7.5, Para. 3 & Para. 1.7.9	\$ <u>.50</u> per SF
TESTING AND SOLUBLE SALT REMOVER:			
29.	CHLOR*TEST	Para. 1.7.3	\$ <u>55.00</u> Each
30.	CHLOR*RID or equal	Para. 1.7.3	\$ <u>.20</u> per SF
MAINTAINING TRAFFIC:			
31.	Traffic Control Devices	636	\$ <u>1.85</u> per Unit
32.	Electric Arrow	636	\$ <u>28.50</u> per Day
33.	Temporary Traffic Signal	636	\$ <u>10,000.00</u> Lump Sum
34.	Flagger	636	\$ <u>48.74</u> per Hour
35.	Warning Lights	636	\$ <u>2.25</u> per Day
36.	Traffic Director	636	\$ <u>61.93</u> per Hour
MOBILIZATION:			
37.	Mobilization per SCO		\$ <u>1,500.00</u> Each
WORKER PROTECTION:			
38.	Worker Lead (Toxic Metal) Protection	Para. 3	\$ <u>3,000.00</u> Lump Sum
DISPOSAL HAZARDOUS WASTE:			
39.	Disposal Hazardous Waste Material	Para. 2.2.2.3 & Para. 3	\$ <u>430.00</u> Per Drum

BID SCHEDULE (CONT)
 DISTRICT(S) NO. 4,5,6,8
 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
Termarust - Calcium Sulfonate System*			
1.	2200 Penetrant/Sealer	None (Note 3 & 4)	\$ <u>1.30</u> per SF
2.	2100 Self Priming Topcoat	None (Note 3 & 4)	\$ <u>2.90</u> per SF
DeVoe - Pre Prime System*			
3.	Devprep 88 Cleaner	Par. 3.0 (Note 3 & 4)	\$ <u>.25</u> per SF
4.	Bar Rust 231 Epoxy Primer	None (Note 3 & 4)	\$ <u>.74</u> per SF
5.	Devthane 369 Urethane	None (Note 3 & 4)	\$ <u>.77</u> per SF
Wasser Micaceous Iron Oxide System:*			
6.	Prepbond Sealer	None (Note 3 & 4)	\$ <u>.67</u> per SF
7.	MC Miomastic Primer	None (Note 3 & 4)	\$ <u>.70</u> per SF
8.	MC Miozinc Primer	None (Note 3 & 4)	\$ <u>.73</u> per SF
9.	MC Ferroxx-A Top Coat	None (Note 3 & 4)	\$ <u>.70</u> per SF
Mathis Coatings Noxyde System*			
10.	Noxyde Primer	None (Note 3 & 4)	\$ <u>2.10</u> per SF
11.	Pegacryl Top Coat	None (Note 3 & 4)	\$ <u>1.50</u> per SF
Coatings Furnished by the Division of Highways:*			
12.	Selected Coating (Note 1 & 4) Single Component	Par. 3.0	\$ <u>.55</u> per SF
13.	Selected Coating (Note 2 & 4) Multi-Component	Par. 3.0	\$ <u>.65</u> per SF
Hand Application			
14.	Surcharge for brush, roller or glove application, with exception of stripe application	Par. 3.0	\$ <u>1.00</u> per SF

BID SCHEDULE (CONT)
 DISTRICT(S) NO. 4,5,6,8
 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
CAULKING:			
15.	Caulking	Par. 1.9	\$ <u>5.50</u> per LF
CLEANING:			
16.	Dry-Clean of Deck, Parapets, & Expansion Joints	Par. 1.7.1	\$ <u>.40</u> per SF
17.	Dry-Clean of Abutments, Piers, diaphragms & flanges	Par. 1.7.1	\$ <u>.50</u> per SF
18.	Hand Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ <u>1.00</u> per SF
19.	Power Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-3) & Para. 1.7.5	\$ <u>1.25</u> per SF
20.	Commercial Grade Power Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-15) & Para. 1.7.5	\$ <u>5.00</u> per SF
21.	Hand Tool Cleaning With Pressure Washing 5000 - 10000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ <u>1.00</u> per SF
22.	Hand Tool Cleaning With Pressure Washing Greater than 10000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ <u>1.25</u> per SF
23.	Hand Tool Cleaning With Hot Water Washing & Less than 5000 SF	(SSPC-SP-2) Para. 1.7.6	\$ <u>1.75</u> per SF
24.	Power Tool Cleaning With Hot Water Washing & Less than 5000 SF	(SSPC-SP-3) Para. 1.7.6	\$ <u>1.50</u> per SF
25.	Commercial Grade Power Tool Cleaning With Hot Water Washing & Less than 5000 SF	(SSPC-SP-15) Para. 1.7.6	\$ <u>6.50</u> per SF

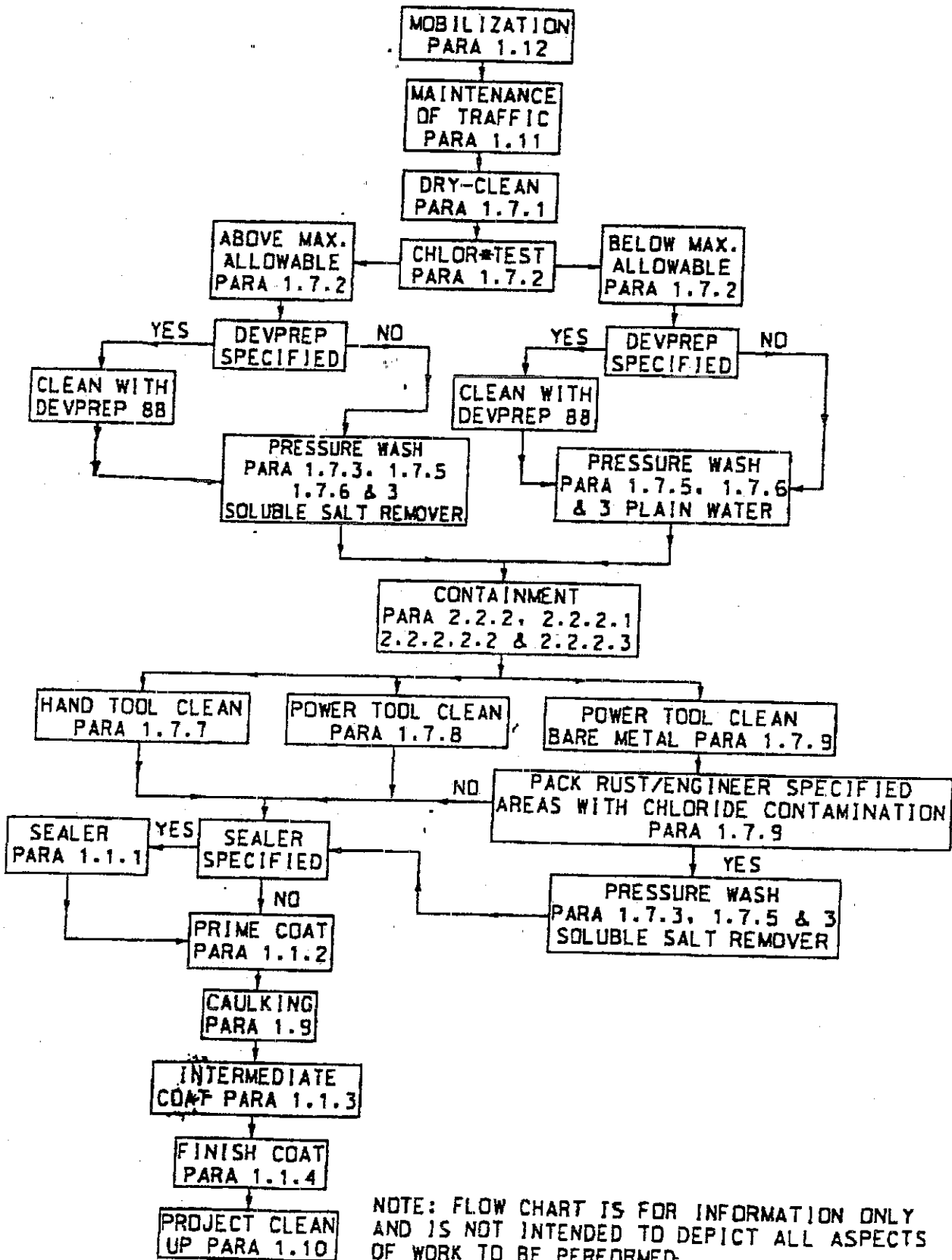
BID SCHEDULE (CONT)
 DISTRICT(S) NO. 4,5,6,8
 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
26.	Hand Tool Cleaning With Hot Water Washing & 5000 - 10000 SF	(SSPC-SP-2) Para. 1.7.6	\$ <u>1.50</u> per SF
27.	Hand Tool Cleaning With Hot Water Washing & Greater than 10000 SF	(SSPC-SP-2) Para. 1.7.6	\$ <u>3.00</u> per SF
28.	Pressure Washing	Para. 1.7.5, Para. 3 & Para. 1.7.9	\$ <u>.50</u> per SF
TESTING AND SOLUBLE SALT REMOVER:			
29.	CHLOR*TEST	Para. 1.7.3	\$ <u>55.00</u> Each
30.	CHLOR*RID or equal	Para. 1.7.3	\$ <u>.20</u> per SF
MAINTAINING TRAFFIC:			
31.	Traffic Control Devices	636	\$ <u>1.85</u> per Unit
32.	Electric Arrow	636	\$ <u>28.50</u> per Day
33.	Temporary Traffic Signal	636	\$ <u>10,000.00</u> Lump Sum
34.	Flagger	636	\$ <u>48.74</u> per Hour
35.	Warning Lights	636	\$ <u>2.25</u> per Day
36.	Traffic Director	636	\$ <u>61.93</u> per Hour
MOBILIZATION:			
37.	Mobilization per SCO		\$ <u>2,500.00</u> Each
WORKER PROTECTION:			
38.	Worker Lead (Toxic Metal) Protection	Para. 3	\$ <u>3,000.00</u> Lump Sum
DISPOSAL HAZARDOUS WASTE:			
39.	Disposal Hazardous Waste Material	Para. 2.2.2.3 & Para. 3	\$ <u>530.00</u> per Drum

*Price is for all types of application unless specified by the Engineer i.e., spray, hand, other.

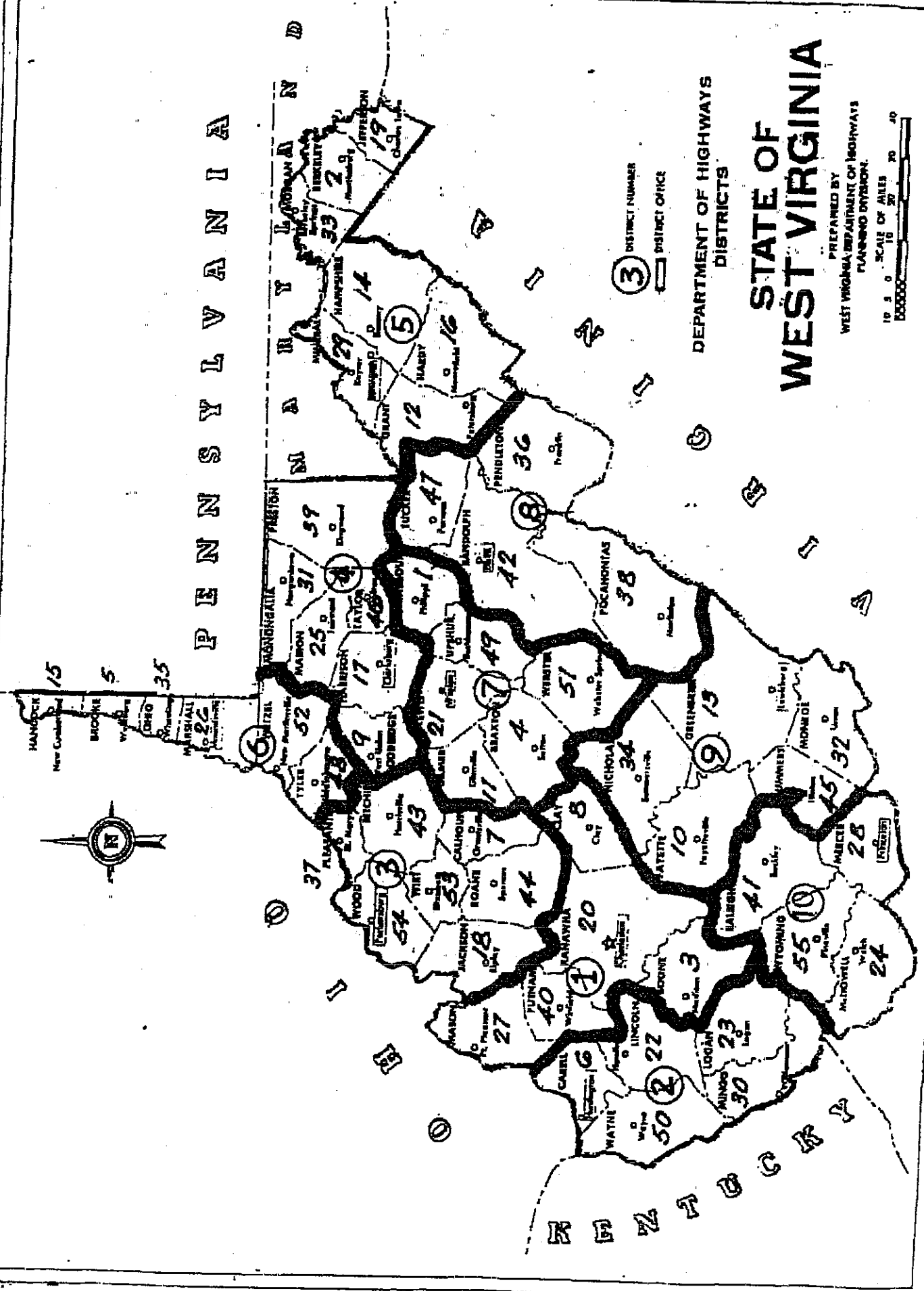
- Note 1: Vendor shall quote to provide all labor and equipment required to apply any single component coating capable of being applied by conventional methods. The coating material shall be furnished by the Division of Highways and applied in accordance with the manufacturer's recommendations.
- Note 2: Vendor shall quote to provide all labor and equipment required to apply multi-component coatings capable of being applied by conventional methods. The coating material shall be furnished by the Division of Highways, and applied in accordance with the manufacturer's recommendations.
- Note 3: Vendor shall quote to provide all labor, equipment, and material to apply DOH approved and specified system in accordance with the manufacturer's recommendations and at the direction of the engineer.
- Note 4: The specifications of this contract shall supersede the manufacturer's recommendations.

CLEANING & PAINTING SEQUENCE



NOTE: FLOW CHART IS FOR INFORMATION ONLY AND IS NOT INTENDED TO DEPICT ALL ASPECTS OF WORK TO BE PERFORMED.

P E N N S Y L V A N I A



AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

EXCEPTION:

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

LICENSING:

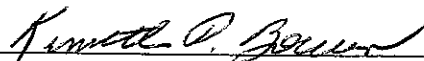
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies

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

Vendor's Name: W. Q. Watters Company

Authorized Signature:  Date: 3/21/07