



**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



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
WSH70314

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**Central Painting & Sandblasting, Inc.**  
 8543 Riverland Avenue  
 Navarre, OH 44662  
 330-756-2043

HEALTH AND HUMAN RESOURCES  
 WILLIAM R. SHARPE JR. HOSPITAL  
  
 936 SHARPE HOSPITAL ROAD  
 WESTON, WV 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/24/2007				

BID OPENING DATE: **02/27/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REPRESENT ONE VENDOR.</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> <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>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>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON FEBRUARY 9, 2007. QUESTIONS MAY BE SENT VIS USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Ketherick</i>	TELEPHONE 330-756-2043	DATE 2/27/07
TITLE Vice President	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

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 8543 Riverland Avenue  
 Navarre, OH 44662  
 330-756-2043**

**HEALTH AND HUMAN RESOURCES  
 WILLIAM R. SHARPE JR. HOSPITAL  
 936 SHARPE HOSPITAL ROAD  
 WESTON, WV 26452  
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<p>POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311            FAX: 304-558-4115            E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR TO THE FIRST ANNIVERSARY INSPECTION IN ACCORDANCE WITH SECTION "3.18 FIRST ANNIVERSARY INSPECTION" OF THE SPECIFICATIONS.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Michael R. ...* TELEPHONE: **330-756-2043** DATE: **2/27/07**

TITLE: *Vice President* FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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**Central Painting & Sandblasting, Inc.**  
 8543 Riverland Avenue  
 Navarre, OH 44662  
 930-756-2048

SHIP TO

HEALTH AND HUMAN RESOURCES  
 WILLIAM R. SHARPE JR. HOSPITAL  
 936 SHARPE HOSPITAL ROAD  
 WESTON, WV 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 02/27/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	EXHIBIT 5					
	<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR LEWIS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT.</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Michael Retherbech</i>	330-756-2043	2/27/07
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice President		

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VENDOR

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**Central Painting & Sandblasting, Inc.**  
 8543 Riverland Avenue  
 Navarre, OH 44662  
 330-756-2043

VENDOR

**HEALTH AND HUMAN RESOURCES**  
**WILLIAM R. SHARPE JR. HOSPITAL**  
 936 SHARPE HOSPITAL ROAD  
 WESTON, WV 26452 304-269-1210

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<p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Michael Pittman</i>	330-756-2043	2/27/07
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice President		

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 304-558-0067**

A U T H O R I Z E D

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 Navarre, OH 44662  
 330-756-2043**

S H I P T O

**HEALTH AND HUMAN RESOURCES  
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THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER:-----ROBERTA WAGNER/FILE 22-----

REQ. NO.:-----WSH70314-----

BID OPENING DATE:-----02/27/2007-----

BID OPENING TIME:-----1:30 PM-----

PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

**330-756-3144**

PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:

**Michael Ritterbeck**

\*\*\*\*\* THIS IS THE END OF RFQ WSH70314 \*\*\*\*\* TOTAL: **119,924.90**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <b>Michael Ritterbeck</b>	TELEPHONE <b>330-756-2043</b>	DATE <b>2/27/07</b>
TITLE <b>Vice President</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**I. GENERAL INFORMATION:**

- 1.1 Contractor shall provide all labor, materials, equipment and anything incidental to upgrade and painting of the 250,000-gallon water spheroid tower located at William R. Sharpe Jr. Hospital at 936 Sharpe Hospital Road, Weston, WV 26452.
- 1.2 All work will be in compliance with the American Water Works Association (AWWA), State of West Virginia Fire Marshal's regulations and all other building codes and industry standards. Final payment will be withheld if installed components are not in compliance, or any portion of this overall project is not 100% complete. The award will be made to the overall low bid that complies with the specifications.
- 1.3 The words "will", "must", and "shall", within this document, are used to identify mandatory requirements.

**2. BIDDER REQUIREMENTS:**

- 2.1 All qualified bidders, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby propose to furnish all labor, material, equipment, supplies and to perform all work in accordance with the bidding documents within the time set forth below.
- 2.2 It is the bidder's responsibility to verify all field conditions and limitations prior to bidding. It is also the bidder's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the repair/upgrade. Do not proceed until nonconforming conditions have been corrected.
- 2.3 A mandatory vendor prebid conference is scheduled for February 8, 2007 at 11:00 AM in the Business Office at the Sharpe Hospital. Failure to attend the mandatory prebid conference will result in bid rejection.

**3. SCOPE OF WORK:**

- 3.1 Minor deviations from the stated specification not listed as mandatory (must, shall, or will) are acceptable to facilitate a competitive bidding atmosphere provided the intent of the Request for Quotation or the effectiveness of the system is not compromised.
- 3.2 Contractor shall furnish and install a properly sized temporary water reservoir required to meet and sustain daily water consumption throughout the duration of the project. Contractor shall monitor and maintain water quality throughout the duration of the project.
- 3.3 Contractor shall furnish and install a "Tampering with This Facility is a Federal Offense" sign, and a "Fall Protection Required" sign. All signage shall be posted in compliance with OSHA regulations and AWWA D 100-96.
- 3.4 Contractor shall furnish and install a "Confined Entry" sign on the base cone door and on all roof openings as required by OSHA and AWWA D100-96.

- 3.5 Contractor shall furnish and install handrails around all roof openings
- 3.6 Contractor shall seal the foundation with concrete sealant.
- 3.7 Contractor shall remove the tank's name plate, clean the face of the plate, clean and repaint the area behind the plate, and remount the name plate.
- 3.8 Contractor shall install hinged grating over all open man ways as required by OSHA.
- 3.9 Contractor shall furnish and install a locking device on the painters' hatch.
- 3.10 Contractor shall furnish and install two (2) frost proof sampling taps approximately 3' above the base of the riser pipe, complete with standoffs every 10' on center, extending into the container, one extending 5' above the low water level of the container and the second pipe extending to a 2' below high water level. The sampling system shall be in compliance with AWWA.
- 3.11 Contractor shall extend the fill pipe to 48" below the high water level for better circulation of the water. The fill pipe will also be equipped with a drain back hole to prevent water from standing in the pipe. The fill pipe system should be positioned a minimum of 90 degrees from the overflow pipe and will be in compliance with AWWA.
- 3.12 Contractor shall clean the area around the anchor bolts, weld around the circumference of the bolt-to-nut and nut-to-anchor chair connections to reinforce, and then weld steel plates over the anchor chair openings, complete with grease fittings. After the plates have been welded, the contractor shall fill the area around the anchor bolts with grease to prevent further deterioration.
- 3.13 Contractor shall replace the existing roof vent with a vacuum/pressure, frost proof vent and screen.
- 3.14 Contractor shall furnish and install a stainless steel ladder safety climb device on the interior ladder of the tank in compliance with AWWA D100-96.
- 3.15 Contractor shall caulk all unwelded interior lap seams to prevent premature failure of a new interior liner.
- 3.16 This section of the specifications contains the detailed criteria for the selection of materials, surface preparation, and the furnishing of all paint, labor, equipment and appliances for field painting of steel water storage specified herein: ANSI/AWWA D102-03 "AWWA Standard for Painting Steel Water Storage Tanks."
  - 3.16.1 SCOPE-The work to be performed under this specification consists of general cleaning and painting the interior and exterior surfaces of the water storage facility.

3.16.2 ACCEPTABLE MANUFACTURERS MATERIALS – Except as otherwise specified herein or as specifically approved by the Engineer, all materials shall be products of the following manufacturer; subject, however, in compliance with specification requirement:

- |                              |  |
|------------------------------|--|
| 1) Tnemec Company, Inc.      | 5) Coronado Paint                      |
| 2) Columbia Paint & Coatings | 6) ICI – Devoe Coatings                |
| 3) PPG                       | 7) Others as approved by the Engineer. |
| 4) Sherwin Williams          |  |

3.16.3 MATERIALS SELECTION, COLORS AND LABELING – The contractor shall furnish information to the Owner by way of a professional submittal for the materials proposed to be used. The information shall include complete product specification sheets, manufacturer’s instructions, and color selection guides, and performance criteria from an independent testing laboratory. Submittal requires all of the following performance criteria furnished for each product specified.

Performance Criteria:

- ASTM B 117 Salt Fog
- ASTM D 3359 (Method A and B) Adhesion Test
- ASTM G8, Method A Cathodic Disbondment
- ASTM D 4541 (Elcometer)
- ASTM D 4060 Taber Abrasion
- ASTM D 522 (Conical Mandrel)
- ASTM D 3363 Pencil Hardness
- ASTM D 2794 Impact
- ASTM D 4587 QUV Exposure
- ASTM D 4141 (Method C) EMMAQUA
- ASTM D 870 Immersion (Potable Water)
- ASTM E 96 Moisture Vapor Transmission
- ANSI/NSF Standard 61

The Engineer will accept a color range schedule from the manufacturer & based on the Owner’s selections return the same to the Contractor along with the reviewed submittal. The color must vary between intermediate coatings to distinguish between each coat & assure a full coverage.

All materials shall be delivered to the site in manufacturer’s sealed containers. The manufacturer shall label each container. Labels shall give the manufacturer’s name, brand, type of paint, color of paint, and instructions for reducing. Thinning shall be done only in accordance with direction of the manufacturer and exclusively with the types of reducer recommended with solvents from the current manufacturing year. Mixing or job tinting may be done when approved by the Engineer.

3.16.4 EXISTING PAINT SYSTEMS – Contractor shall prepare the existing interior paint system in accordance with Society for Protective Coatings (SSPC) -SP 10 “Near White Metal Blast Cleaning”. The interior lining system will consist of an

aromatic zinc-rich urethane primer and two coats of epoxy. **EXTERIOR SURFACES** – Contractor shall pressure wash all surfaces @ 4,000 psi using a 0o tip. Pressure washing shall be done with a biodegradable alkaline surfactant, provided by the contractor, and a pressure wash (4,000 psi) potable water rinse to remove all oxidation, loose paint and surface contaminants. Resultant surface shall be free of all loose coatings, chalk, and surface contaminants.

3.16.5 **SCHEDULE OF NEW PAINTING SYSTEMS** – The following schedule contains paint system specifications for:

- A. Bidders desiring to use manufacturers, other than those specified, shall submit those with their bid, together with the information required in Paragraph 3.16.2 (Performance Criteria) above, and indicate the sum which will be added to or deducted from the base bid should alternate materials be accepted.
- B. Products for each specified function and system shall be of a single manufacturer.
- C. All materials in contact with potable water must have been tested and approved by the ANSI/NSF Standard 61.
- D. **INTERIOR PAINT SYSTEM:** – The interior wet surfaces shall be painted using the following system or approved equal.

Primer: Zinc aromatic zinc-rich urethane @ 2.5–3.5 mils DFT.  
Color-Greenish gray

Stripe Coat: “Pota-Pox” (or equal) polyamide epoxy @ 2.0-3.0 mils DFT.  
Color- White to all welds and sharp edges applied by brush or roller.  
Color 15BL Tank White

Intermediate: “Pota-Pox” (or equal) polyamide epoxy @ 4.0-6.0 mils DFT.  
Color-Beige

Finish: “Pota-Pox” (or equal) polyamide epoxy @ 4.0-6.0 mils DFT.  
Color- Tank White

\* If temperatures during application will be below 50° F then replace with a “Pota-Pox” (or equal) Fast Cure

The total DFT (**Dry Film Thickness**) of this system shall range from a minimum of 11.5 mils to a maximum of 16.5 mils DFT.

- E. **EXTERIOR OVERCOAT SYSTEM** – The exterior surfaces shall be painted using the following system.

Spot Prime: Moisture cured aromatic urethane @ 2.0-3.0 mils DFT.  
Color-Aluminum

Full Prime: Polyamidoamine epoxy @ 2.0-3.0 mils DFT.  
Color-To Contrast Finish Coat

Finish: Hydrophobic acrylic @ 2.0 – 4.0 mils DFT with dry fall characteristics.

The total DFT of this system shall range from a minimum of 4.0 mils to a maximum of 7.0 mils DFT. In areas of spot repair the system will have a range of 6.0-10.0 mils DFT

EXTERIOR INSIGNIA – The designed insignia/lettering (SHARPE HOSPITAL) shall be placed on the tank as indicated in the drawings. The Contractor shall submit scaled drawing delineating exact sizing. The following system shall be applied:

Insignia/Lettering: Acrylic polymer @ 2 mils dft/coat.

3.16.6 TOUCH-UP AND REPAIR – At completion, all painted surfaces and coatings shall be inspected by Owner or Owner's representative. Whether due to defective materials or workmanship or defects of surfaces covered, Contractor shall touch up and restore the finish to all damaged spots. Additional coats of paint and coatings required to cover all spots or discoloration of every sort shall be applied at no additional costs to the Owner.

The contractor shall furnish to the Owner at least one (1) extra gallon of finish paint specified above for exterior paint for touch-up repairs due to vandalism.

3.17 SURFACE PREPARATION – Contractor shall ensure surfaces are clean, dry and adequately protected from dampness. Surfaces shall be free of any material, which will adversely affect adhesion or appearance of painting and coating. Cleanliness shall be checked by wiping the prepared steel surface with a white cloth dampened with manufacturer's thinner for the particular paint system. If a dark spot or obvious soil appears on the rag from light wiping, the Contractor shall take steps to clean the surface more thoroughly before applying paint via SSPC SP1 standards.

3.17.1 INTERIOR SURFACES – Interior wetted or highly moist steel surfaces (condensate areas) shall have all existing paint or contaminants removed in accordance to SSPC –SP10 (near white metal blast) standards to achieve a minimum 2.0 minimum sharp angular abrasive blast profile. The surface profile shall be verified by measuring with Testex (or equal) replica tape.

3.17.2 EXTERIOR SURFACES – **Surface Preparation:** Contractor shall pressure wash all surfaces @ 4,000 psi using a 0° tip. Pressure washing shall be done with a biodegradable alkaline surfactant such as Extra Muscle Prepaint Cleaner as manufactured by Great Lakes Laboratories (or equal) (800-356-3041). Alkaline surfactant can be applied with a Hudson type sprayer to exterior surfaces. Material shall react on surface for 30 minutes followed by high pressure wash (3,000 psi) potable water rinse to remove all oxidation, loose paint and surface contaminants. Resultant surface shall be free of all loose coatings, chalk, and

surface contaminants. A 10'x 10' area shall be chosen by the Owner or Owner's representative as a standard to be used to determine the acceptable level of surface cleanliness. The pressure wash cleanliness level shall be approved by the Engineer prior to priming the tank exteriors. Following pressure washing any areas with exposed red rust shall be prepared in accordance with SSPC-SP11 "Power Tool Cleaning to Bare Metal". Resultant surfaces prepared to bare metal shall have a minimum 1 mil profile. Contractor shall take care to feather between existing coatings and bare metal. Spot priming of bare steel shall be done before any "curling" of edges occurs at termination of bare steel to feathered coating.

3.17.3 INTERIOR/EXTERIOR WELDS – Field preparation of weld seams shall be done in accordance with Society for Protective Coatings SP3 Power Tool Clean methods, removing weld spatter while creating a smooth weld. The weld preparation will be done in such a manner that the surrounding surfaces will have the same surface profile as indicated in sections 3.17.1 and 3.17.2

3.17.4 APPLICATION – All materials shall be applied in accordance with manufacturer's directions and any thinning required shall be done in a manner and exclusively with the manufacturer's recommended thinner.

All materials shall be applied under adequate illumination.

Materials shall be thoroughly mixed and kept at a uniform consistency during application. Structurally observe the pot life limitations.

Finished work shall be uniform and of the approved color. Make edges of paint adjoining other materials or colors sharp and clean without overlapping. Brush or roll an additional coat of primer over primed weld seams on interior wet surfaces.

Total minimum dry film thickness of paint films specified herein will be measured with an Elcometer or similar instrument to determine acceptability. Special attention shall be given to weld seams.

No painting or finishing shall be done under environmental conditions which could change significantly during the initial stages of the curing process thereby resulting in an inferior finish quality. The surfaces to be painted shall be at least 5 F. above the dew point prior to and during the initial stages of the curing process. Contractor shall not apply exterior paint in damp, rainy weather and shall not apply finishes in spaces where dust is being generated during the initial stages of the coating curing process.

3.18 FIRST ANNIVERSARY INSPECTION – The Owner shall establish a time period for inspection of paint systems within the contract guarantee period in accordance with Section 9 of AWWA D102. The Contractor shall comply with said Section 9 at no additional cost to the Owner.

3.19 CLEANING AND DISINFECTION – Final cleaning and bacteriological disinfecting

shall be performed by one of the methods stated by AWWA such that the water sample taken after disinfecting complies with the requirements of the State Public Health Authority having jurisdiction and the tank is approved by said State Authority to be placed on line for public use. If necessary, the Contractor shall drain the tank and repeat the disinfecting procedure at no additional cost to the Owner until approval for use is obtained.

The tank bowl's interior paint system shall be allowed to cure a minimum of 7 days, or longer, as recommended by the paint manufacturer according to surface temperature, before the cleaning and disinfecting process is initiated.

The Owner will furnish water for the initial disinfecting at no charge. The Owner reserves the right to charge for water required for repeated attempts at disinfecting. The contractor shall submit his proposed method of disinfecting to the Engineer for approval as part of shop drawing submittals.

The Contractor shall be responsible for obtaining water sample bottles and the actual water samples and submitting the same to said State Authority.

#### **4. INSPECTION:**

- 4.1 Contractor shall inspect existing conditions governing this work during pre-bid site inspection to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with this requirement.
- 4.2 The Contractor shall inspect all elements subject to movement or damage prior to commencing work.

#### **5. SHOP DRAWINGS:**

- 5.1 On March 21, 2007, (or sooner) the Contractor shall provide shop drawings to the Owner for approval specifying products and installation methods for the scope of work as defined in Section 3. A notice to proceed will be issued indicating approval of the shop drawings. The notice to proceed will not be given until Spring 2007.

#### **6. TEMPORARY FACILITIES:**

- 6.1 The Owner will provide normal electrical supply from the currently installed electrical system in the building for the use of the contractor. However, the Owner provides no guarantee or warranty as to the systems condition or capabilities. The Contractor shall assure himself that the electrical system is adequate for his requirements or supply additional temporary electrical power at his own expense.
- 6.2 Any damage to the electrical system resulting from misuse or abuse to the existing electrical system shall be repaired or replaced by the contractor at no expense to the Owner.

#### **7. COORDINATION OF WORK:**

- 7.1 The Contractor shall coordinate with the Owner for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the building employees shall prevail.
- 7.2 The Contractor shall take all necessary precautions to protect the interior of the job site from debris, dust or any residue occurring from the scope of work.
- 7.3 The Contractor shall provide the Owner with a schedule of work seven calendar days prior to the start of the work. The Owner shall be notified of any variances to the work schedule two (2) working days prior to the change.
- 7.4 "Owner" shall be represented by David Hildreth and/or Del Gainer II of the WV Department of Health and Human Resources, phone (304) 558-2882.
- 7.5 "Engineer" shall be represented by Rod Kidd of Blackwood Associates, AIA, phone (304) 624-9700

### **8. WARRANTY: (GUARANTEE)**

- 8.1 The Contractor shall warrant to the Owner all materials and equipment will be new, and that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.
- 8.2 All materials and equipment shall be of current year production of manufacturer and manufactured for commercial usage. Used, reconditioned or remanufactured equipment is not acceptable.

### **9. PERMITS:**

- 9.1 The Contractor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

### **10. CLEAN UP:**

- 10.1 The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from his products and other debris as it accumulates. All items of equipment that are removed to allow the installation of new items will become the property of the contractor to dispose of at a landfill or location authorized to accept the items as waste or recycled parts.

### **11. WAGE RATES:**

- 11.1 The Contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for **LEWIS COUNTY** pursuant to West Virginia Code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website:  
<http://www.wvsos.com/adlaw/wagerates/building06.htm>

**12. PAYMENT SCHEDULE:**

- 12.1 Due to the size and complexity of the project, two progress payments will be permitted, at 50% completion as determined by the Owner and Engineer, the Contractor may submit an invoice for payment In the amount of 50% of the Purchase Order amount. The remaining balance will be paid at 100% completion and upon acceptance by the Owner.
- 12.2 The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or sub-standard in any way, or, if the amount requested is not within the agreed upon terms of the contract.

**13. TERM OF WORK:**

- 13.1 All work shall be complete within 150 calendar days from the approval of the shop drawings.

**14. DELAYS AND EXTENSION OF TIME:**

- 14.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval via a formal change order issued by the Purchasing Division of the Department of Finance and Administration.

**15. TOOLS AND EQUIPMENT STORAGE:**

- 15.1 Contractor may set a trailer or temporary storage building on the site for all equipment and tools. The Contractor is responsible for his tools, equipment and materials.

**16. SAFETY EQUIPMENT:**

- 16.1 The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the job site or as required by OSHA.

**17. DAMAGES:**

- 17.1 Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at his expense, either by using his own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the Owner.

**18. SCHEDULE OF BID RESPONSES:**

- 18. Bidders shall submit one lump sum bid for all the work under all the terms and conditions as described herein.

---

Pricing for this project is *One Hundred Nineteen Thousand*  
*Nine Hundred twenty Four* \$ *119,924.90*  
*Dollars And Ninety Cents*

- 18.2 Bidder shall submit full materials warranty, and labor warranty information, prior to bid award.
- 18.3 Bidder shall sign a WV-96 Agreement Addendum to remove any conflicts in terms and conditions of the vendor's warranty.
- 18.4 Bidder shall provide documentation of having repainted five (5) potable water storage tanks within the last 36 months- prior to this bid. (See next page for listing.)

WSH70314 Upgrade of Water Tower  
 Listing of Five Potable Water Storage Tanks Painted by the Vendor  
 within the last 36 months.

021

*\* Please SEE Attached Experience Record \**

1 <sup>st</sup> Location	Location:
	Address:
Tank Owner	Name:
	Owner's Contact:
	Owner's Phone Number:
Date Completed	
2 <sup>nd</sup> Location	Location:
	Address:
Tank Owner	Name:
	Owner's Contact:
	Owner's Phone Number:
Date Completed	
3 <sup>rd</sup> Location	Location:
	Address:
Tank Owner	Name:
	Owner's Contact:
	Owner's Phone Number:
Date Completed	
4 <sup>th</sup> Location	Location:
	Address:
Tank Owner	Name:
	Owner's Contact:
	Owner's Phone Number:
Date Completed	
5 <sup>th</sup> Location	Location:
	Address:
Tank Owner	Name:
	Owner's Contact:
	Owner's Phone Number:
Date Completed	

# A F F I D A V I T

022

**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](http://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: Central Painting & Sandblasting, Inc  
Authorized Signature: Michael Rethel Date: 2/27/07

**BID BOND**

023

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

IMPORTANT –Corporate seals must be affixed and a power of attorney must be attached.

**BID BOND PREPARATION INSTRUCTIONS**

024

AGENCY \_\_\_\_\_ (A)  
RFQ/RFP# \_\_\_\_\_ (B)

**Bid Bond**

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")  
Request for Quotation Number (upper  
right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid  
bond is 5% of total bid. You may state  
"5% of bid" or a specific amount on  
this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice  
President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the  
Surety

NOTE: Dated, Power of Attorney with Raised  
Surety Seal must accompany this bid  
bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
\_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E),  
as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G),  
\_\_\_\_\_ (H), a corporation organized and existing under the laws  
of the State of \_\_\_\_\_ (I) with its principal office in the City of  
\_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (K)  
(\$ \_\_\_\_\_ (L)) for the payment of which, well and truly to be made,  
we jointly and severally bind ourselves, our heirs, administrators, executors,  
successors and assigns.

The Condition of the above obligation is such that whereas the Principal  
has submitted to the Purchasing Section of the Department of Administration  
a certain bid or proposal, attached hereto and made a part hereof to enter into a  
contract in writing for \_\_\_\_\_ (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a  
contract in accordance with the bid or proposal attached hereto and shall furnish  
any other bonds and insurance required by the bid or proposal, and shall in all  
other respects perform the agreement created by the acceptance of said bid then  
this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the  
Surety for any and all claims hereunder shall, in no event, exceed the penal  
amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the  
obligations of said Surety and its bond shall be in no way impaired or affected by  
any extension of time within which the Obligee may accept such bid: and said  
Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their  
hands and seals, and such of them as are corporations have caused their corporate  
seals to be affixed hereto and these presents to be signed by their proper officers,  
this \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P).

Principal Corporate Seal

(R)

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_ (S)  
(Must be President or  
Vice President)  
\_\_\_\_\_  
Title

(U)  
Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

IMPORTANT – Corporate seals must be affixed and a power of attorney  
must be attached.

AGREEMENT ADDENDUM

025

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:  
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: \_\_\_\_\_

Company Name: Central Painting and Sandblasting Inc

Signed: \_\_\_\_\_

Signed: Michael Ritterbeek  
Michael Ritterbeek

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: 2/27/07



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
WSH70314

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067



Central Painting  
 Attention: Rick & Mike  
 8543 Riverland Avenue  
 Navarre, OH 44662

HEALTH AND HUMAN RESOURCES  
 WILLIAM R. SHARPE JR. HOSPITAL  
  
 936 SHARPE HOSPITAL ROAD  
 WESTON, WV 26452  
 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/12/2007				

BID OPENING DATE: 02/27/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
------	----------	-----	----------	-------------	------------	--------

\*\*\*\*\*ADDENDUM #1\*\*\*\*\*

1. TO RESPOND TO VENDOR QUESTIONS PER THE ATTACHED.

2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.

\*\*\*\*\*END OF ADDENDUM #1\*\*\*\*\*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Michael R. ...</i>	TELEPHONE 330-756-2043	DATE 2/27/07	
TITLE Vice President	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

# ADDENDUM 1 WSH70314

To respond to vendor questions and modify specifications as follows:

**ADD 3.2.1** The William R. Sharpe Hospital typically consumes between 750,000 and 1,200,000 gallons of water monthly.

**3.14 ORIGINALLY STATED:** Contractor shall furnish and install a stainless steel ladder safety climb device on the interior ladder of the tank in compliance with AWWA D100-96.

**3.14 NOW STATES:** Contractor shall furnish and install a ladder safety climb device on the interior wet section ladder in compliance with AWWA D100-96.

**ADD 3.14.1** Contractor shall anchor existing ladder in dry area to the concrete pad.

**3.10 CURRENTLY STATES:** Contractor shall furnish and install two (2) frost proof sampling taps approximately 3' above the base of the riser pipe, complete with standoffs every 10' on center extending into the container, one extending 5" above the low water level off the container and the second pipe extending 2" below high water level. The sampling system shall be in compliance with AWWA.

**3.10 NOW STATES:** Contractor shall furnish and install one (1) frost proof sampling tap approximately 3' above the base of the riser pipe on the existing incoming supply line and one frost proof sampling tap on the existing outgoing line.

**ADD 3.16.5 Section F (DRY) INTERIOR OVERCOAT SYSTEM** – The interior dry surfaces shall be painted using the following system after preparation.

Spot Prime: Omnithane moisture cured aromatic urethane @ 2.0-3.0 mils DFT. Color-Aluminum

Full Prime: Polyamidoamine epoxy @ 2.0-4.0 mils DFT. Color-To Contrast Finish Coat

**ADD 7.6** The local Public Service District "Representative" is Steve Darlington. 304.269.2006. X- 269-2066

**ADD 18.1.1** As deductive alternate #1, the Contractor shall list his price to paint the interior dry section of the water tank separately from his base bid.

### ADDITIONAL QUESTIONS WITH AN ANSWER.

1. Is there lead paint on the interior or exterior?

**ANSWER:** None Known. The tank was put into service in May 1994.

2. Is there any containment required?

**ANSWER:** No.

3. What is the start & completion dates for this project?

**ANSWER:** As stated in Section 5.1, On March 21, 2007, (or sooner) the Contractor shall provide shop drawings to the Owner for approval specifying products and installation methods for the scope of work as defined in Section 3. A notice to proceed will be issued indicating approval of the shop drawings. The notice to proceed will not be given until Spring 2007.

As stated in Section 13, all the work shall be completed within 150 calendar days from the approval of the shop drawings.

4. 3.2 Is this section intended to require the Contractor to provide water only for the contractor's use in performance of the contract work (i.e. pressure washing the tank) or for the contractor to provide temporary, pressurized tank to maintain the water supply to all regular users of this tank while it is out of service?

**ANSWER:** The contractor shall provide a temporary tank to maintain the water supply to all regular users of this tank while the existing tank is off line.

5. 3.5 Is there a drawing or specification for these handrails? Are they required to be made of pipe or angle?

**ANSWER:** There is no drawing. The handrails shall be installed per AWWA D100-96 Section 7.6 and OSHA 1910.23

6. 3.8 We are unfamiliar with this OSHA requirement. Please refer us to an OSHA standard or provide a drawing.

**ANSWER:** OSHA 1910.23 and TSS Section 7.0.12

7. 3.10 Is the intention of this specification that the sampling piping penetrate through the bowl of the tank and be supported by brackets attached to the access tube, or that the piping run up the inside of the access tube and penetrate the tank through the access tube, or some other option? Please provide a drawing and/or specification for the type and diameter of the piping, penetration, and supports and references to the relevant AWWA standard.

**ANSWER:** See Addendum Section 3.10

Reference TSS Section 7.05, 7.06, and 7.0.15

8. 3.11 Please provide specification for pipe and supports and reference to the relevant AWWA standard.

**ANSWER:** The piping and supports shall be compatible with existing and meet or exceed industry standard.

Reference AWWA D100-96.

# PURCHASING CONTINUATION SHEET

Buyer: RW-22	Page: 004	Req. or P.O. No.: WSH70314
Spending Unit:		

Vendor:

Requisition No.: WSH70314

### ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

- No. 1 2/12/07
- No. 2 \_\_\_\_\_
- No. 3 \_\_\_\_\_
- No. 4 \_\_\_\_\_
- No. 5 \_\_\_\_\_

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids.

Michael Bitterlich  
 Signature  
Central Painting & Sandblasting Inc  
 Company  
2/23/07  
 Date

Pre-Bid Conference  
**SIGN IN SHEET**

[Please Print]

005

Request for Proposal No.: WSH 70314 Date: 2/8/07  
Upgrade to 250,000 Gallon water Spheroid Tower 11Am

Firm & Representative Name	Mailing Address	Telephone & FAX Numbers
1. <u>Tolu B. Conomos Inc</u> <u>Denver Height</u>	<u>P.O. Box 279</u> <u>Bridgeville Pa 15017</u>	T: <u>412-221-1800</u> F: <u>412-221-4641</u>
2. <u>Specialty Groups Inc</u> <u>Stephen Fox</u>	<u>Po Box 96</u> <u>Bridgeport, WV 26330</u>	T: <u>(304)623-3844</u> F: <u>(304)623-3843</u>
3. <u>George Kountouras Pty</u> <u>Rino Faulkner</u>	<u>661 Southfield Rd.</u> <u>Lincoln Park MI 48146</u>	T: <u>313-388-9400</u> F: <u>313-389-1298</u>
4. <u>D&amp;M PAINTING</u> <u>J. GARY SIX</u>	<u>1500 Amity Rd. Road</u> <u>WASH. PA 15301</u>	T: <u>724-229-0440</u> F: <u>724-229-0441</u>
5. <u>Central Painting</u> <u>Rick Moran</u>	<u>8543 Riverland Ave</u> <u>NAVARE, OHIO 44662</u>	T: <u>330-756-2043</u> F: <u>3144</u>
6. <u>Central Painting</u> <u>Mike R. Herbeck</u>	<u>8543 Riverland Ave</u> <u>NAVARE, OHIO 44662</u>	T: <u>330-756-2043</u> F: <u>3144</u>
7. <u>Southern Corrosion</u> <u>Brett Woodruff</u>	<u>738 Thelma Rd</u> <u>RANDOLPH RAPIDS NC 27870</u>	T: <u>800 828 0876</u> F: <u>252 535 3215</u>
8. _____	_____	T: _____ F: _____
9. _____	_____	T: _____ F: _____
10. _____	_____	T: _____ F: _____

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:**

WV029489

**Classification:**

SPECIALTY


CENTRAL PAINTING & SANDBLASTING  
8543 RIVERLAND AVE SW  
NAVARRE, OH 44662

**Date Issued**

MARCH 17, 2006

**Expiration Date**

MARCH 17, 2007



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

PRODUCER  Dawson Insurance, Inc. 1340 Depot Street Cleveland OH 44116-1799 Phone: 440-333-9000 Fax: 440-356-2126	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED  Central Painting & Sandblasting, Inc. 8543 Riverland Avenue SW Navarre OH 44662	INSURER A:	Westfield Companies
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	TRA1976018	01/15/07	01/15/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TRA1976018	01/15/07	01/15/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ NIL	TRA1976018	01/15/07	01/15/08	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TRA1976018	01/15/07	01/15/08	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

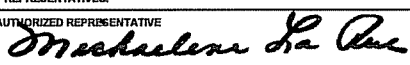
**CERTIFICATE HOLDER**

INFOR-1

INFORMATIONAL PURPOSES ONLY

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  


**STATE OF OHIO**  
**BUREAU OF WORKERS' COMPENSATION**  
COLUMBUS, OHIO 43215-2256  
**CERTIFICATE OF PREMIUM PAYMENT**

This certifies that the employer listed below has paid into the State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information call 1-800-OHIOBWC.

**THIS CERTIFICATE MUST BE CONSPICUOUSLY POSTED.**

POLICY NO. AND EMPLOYER

PERIOD SPECIFIED BELOW

925949

01/01/2007 THRU 08/31/2007

**BWC**  
CENTRAL PAINTING & SANDBLASTING INC  
8543 RIVERLAND AVE SW  
NAVARRE OH 44662-9257

[www.ohiobwc.com](http://www.ohiobwc.com)

*W. Malle*  
ADMINISTRATOR/CEO

THIS CERTIFICATE MAY BE REPRODUCED AS NEEDED

## EXPERIENCE RECORD

**ADDRESS:** DCNR- Eastern Engineering Office      **CONTACT:** Tony Giacobbe  
2808 Three Mile Run Road      **PHONE:** 215-453-5030  
Perkasie, PA 18944

**PROJECT:** Contract Number FDC-400-4103.1 and FDC-400-1811.1  
**DESCRIPTION:** Contract Number FDC-400-4103.1 Consisted of Six Different Style  
Water Storage Tanks to be Sandblasted and Painted One with Full  
Containment. Contract FDC-400-1811.1 Consisted of Five Different Water  
Storage Tanks to be Sandblasted & Painted 2006

**ADDRESS:** Brookville Municipal Authority      **CONTACT:** David Nichols  
18 Western Avenue Suite A      **PHONE:** 412-269-9440  
Brookville, PA 15825

**PROJECT:** Pinebrook Industrial Park Tank  
**DESCRIPTION:** Clean & Paint a 250,000 Gallon Elevated Water Storage Tank 2006

**ADDRESS:** Municipal Authority of New Kensington      **CONTACT:** Ed Schmitt  
920 Barns Street      **PHONE:** 724-539-8562  
New Kensington, PA 15068

**PROJECT:** Water Storage Tank Painting and Refurbishing  
**DESCRIPTION:** 1. Summit Street Tank 2MG ground storage tank- Full Blast the exterior  
and paint 2005. 2. Allegheny Tank 300,000 gallon ground storage tank-  
Pressure wash exterior and paint and spot blast and paint the interior 2005.  
3. St. Mary's tank 300,000 gallon standpipe – pressure wash the exterior and  
Paint and full sandblast the interior and paint. 2005

**ADDRESS:** Shelbyville Municipal water and Sewer Commission  
1059 Washington Street      **CONTACT:** Tom Doyle  
Shelbyville, KY 40065      **PHONE:** 502-633-2840

**PROJECT:** Maintenance Painting- 1,000,000 Gallon Elevated Water Tank  
**DESCRIPTION:** Full sandblast the interior and exterior (Full Containment) and paint  
Perform various steel repairs. 2005.

**ADDRESS:** City of Washingtonville      **CONTACT:** Brian Gudat  
415 South County Road      **PHONE:** 330-427-1526

**PROJECT:** Improvements to the existing 100,000 gallon elevated water tank.  
**DESCRIPTION:** perform steel repairs and clean and paint the exterior. 2005

**ADDRESS:** Industry Borough Municipal Authority      **CONTACT:** John Nadzam

1149 East Willowbrook Drive  
Industry, PA 15052

PHONE: 724-643-9522

PROJECT NAME: Water Tank Painting and Repair Projects

DESCRIPTION: Cleaning & painting a 300,000-gallon & a 100,000-gallon standpipe,  
2004

ADDRESS: The Municipal Authority of  
Westmoreland County  
SW Corner of Route 30 & Greensgate Road  
Greensburg, PA 15601

CONTACT: Bill Castelli  
PHONE: 724-834-6500

PROJECT NAME: West Point Tank Repainting Project

DESCRIPTION: Sandblasting & Painting of a 500,000 Gallon Ground Storage Tank with  
full Containment 2006

PROJECT NAME: Brush Creek Tank & Greensburg Pike Tank Repainting Projects

DESCRIPTION: Cleaning & painting a 90' tall x 32' dia & a 80' tall x 33' dia standpipes  
2004

PROJECT NAME: Stewartsville Tank Painting Project

DESCRIPTION: Full Sandblast Interior and Exterior (Slur Blast) and apply specified  
Coatings 2005

ADDRESS: Adams County Regional Water District  
9203 State Route 136  
West Union, OH 45693

CONTACT: Lee Conkel  
PHONE: 614-523-3200

PROJECT NAME: Pumpkin Ridge Tank Painting

DESCRIPTION: Cleaning and Painting a 200,000 gallon elevated water storage tank,  
2005

PROJECT NAME: Decatur Tank Repainting

DESCRIPTION: Cleaning and painting a 50,000 gallon elevated water storage tank, 2004

ADDRESS: Reno Area Water and Sewer District  
170 Mt. Tom Road  
Marietta, OH 45750

CONTACT: Dana Briggs, P.E.  
PHONE: 304-485-5414

PROJECT NAME: Brown's Road 90,000-Gallon Tank Painting Project.

DESCRIPTION: Cleaning & painting a 90,000-gallon standpipe water tank, 2004.

ADDRESS: Village of Brewster  
302 South Wabash Ave.  
Brewster, OH 44613

CONTACT: Steve Hartman  
PHONE: 330-767-3931

PROJECT NAME: Cleaning, Recoating, and Misc. Repairs to the Interior and Exterior of  
An approx. 200,000 gallon Waterspheriod.

DESCRIPTION: Cleaning & painting a 190,000-gallon waterspheriod tank, 2004.

ADDRESS: The Pennsylvania State University  
159A Physical Plant Building  
University Park, PA 16802-1119

CONTACT: Tom Stewart  
PHONE: 814-865-1319

PROJECT NAME: Mount Alto Campus Water Storage Tank Rehabilitation Project.

DESCRIPTION: Cleaning & painting a Standpipe tank with Full Containment, 2004

ADDRESS: Town of New Haven  
218 5<sup>th</sup> Street  
New Haven, WV 25265

CONTACT: Dominick Cerrone  
PHONE: 304-232-5550

PROJECT NAME: Town of New Haven- Water System Improvements

DESCRIPTION: Cleaning & painting a 100,000 gallon elevated water tank with Full Containment and 150,000 gallon ground storage tank, 2004.

ADDRESS: City of Clyde  
220 North Main Street  
Clyde, OH 43410

CONTACT: Bill Boyle  
PHONE: 440-953-1567

PROJECT NAME: Meadow Lane Water Tank Painting.

DESCRIPTION: Cleaning & painting a 500,000-gallon water spherical tank with Full Containment, 2003.

ADDRESS: DCNR- Pennsylvania Department of  
Conservation and Natural Resources  
435 State Park Road  
Schellsburg, PA 15559-7308

CONTACT: Jim Sowerbower  
PHONE: 814-733-9123

PROJECT NAME: Repaint Water Storage Tanks Canoe Creek, Prince Gallitzin, and Shawnee State Parks.

DESCRIPTION: Cleaning & painting of (5) five water storage tanks- (2) two 400,000 Gallons, (1) 150,000 gallons, and (1) 225,000 gallons, 2003

ADDRESS: Pennsylvania- American Water Co.  
1909 Oakland Ave.  
Indiana, PA 15701

CONTACT: Jerry Hankey  
PHONE: 724-463-8706

PROJECT NAME: Rehabilitation and Repainting of the Interior and Exterior of One 680,000-Gallon Ground Storage Tank "West End Tank".

DESCRIPTION: Cleaning & painting a 680,000-gallon ground storage tank with Full Containment, 2002.

ADDRESS: Cranberry Township  
2525 Rochester Road  
Cranberry Township, PA 16066

CONTACT: Lorin Meeder  
PHONE: 724-776-4806

PROJECT NAME: South Water Storage Tank Repainting

DESCRIPTION: Cleaning & painting a 1.0 MG Hydropillar, 2002

ADDRESS: City of Athens  
8 E. Washington ST.  
Athens, OH 45701

CONTACT: Nick Carr  
PHONE: 740-593-7636

PROJECT NAME: Water Storage Tanks Repainting

DESCRIPTION: Cleaning & painting of (2) 100,000 gallon elevated water storage tanks Full Containment, and a 600,000-gallon standpipe water storage tank, 2002.

ADDRESS: Berlin Water Company  
P.O. Box 402  
Berlin, OH 44610

CONTACT: Wendyl Kandel  
PHONE: 330-893-4444

DESCRIPTION: Cleaning & painting a 300,000 gallon elevated water storage tank, 2001  
Cleaning & painting a 100,000-gallon elevated with Full Containment, 2002

ADDRESS: Winesburg Development Corp.  
PO Box 402  
Winesburg, OH 44690

CONTACT: John Snyder  
PHONE: 330-359-5492

DESCRIPTION: Cleaning & painting 100,000-gallon water storage tank, containment  
2001.

ADDRESS: Borough of Charleroi  
3 McKean Ave.  
Charleroi, PA 15022

CONTACT: Charles Jordan, P.E.  
PHONE: 412-269-5700

PROJECT NAME: Sandblasting and Painting of the Carroll Township Tank.

DESCRIPTION: Cleaning and painting a 324,000-gallon water storage tank, 2001.

ADDRESS: Village of Bridgeport  
301 Main Street  
Bridgeport, OH 43912

CONTACT: Morgan Coast, P.E.  
PHONE: 740-695-7256

PROJECT NAME: Water Storage Tank Painting

DESCRIPTION: Cleaning & painting a 750,000-gallon water storage tank, 2001.

ADDRESS: Little Hocking Water Association  
P.O. Box 188 SR 124  
Little Hocking, OH 45742

CONTACT: John Goodman, P.E.  
PHONE: 304-485-8541

PROJECT NAME: SR 555 Tank Rehabilitation and Porterfield Water Storage Tank  
Rehabilitation.

DESCRIPTION: Cleaning & painting a 500,000 gallon ground storage tank and a  
200,000-gallon elevated tank, 2001.

ADDRESS: City of Franklin  
430 Thirteenth Street  
Franklin, PA 16323

CONTACT: AL Wodzianski  
PHONE: 814-432-2104

PROJECT NAME: Water Storage Tank- Franklin PA, Painting of Wendy Way Water  
Storage Elevated Tank and Bully Hill Standpipe, and Coating of Front  
Street Potable Water Standpipe.

DESCRIPTION: Cleaning & painting 1.5 MG water storage tank, 2000, cleaning &  
Painting 200,000 gallon elevated and 750,000 gallon standpipe 2001  
Cleaning & painting a 150,000-gallon standpipe, 2004

ADDRESS: City of Cuyahoga Falls  
2310 Second Street  
Cuyahoga Falls, OH 44222

CONTACT: Larry Valentine  
PHONE: 216-971-8000

PROJECT NAME: State Road Water Standpipe

DESCRIPTION: Cleaning & painting 2.0 MG Standpipe, 2000

ADDRESS: City of Ravenswood  
212 Walnut Street  
Ravenswood, WV 26164

CONTACT: John C. Goodman  
PHONE: 304-485-8541

PROJECT NAME: Silverton Water Storage Tank Project

DESCRIPTION: Cleaning & painting 500,000-gallon ground storage tank, 1999

ADDRESS: Village of Swanton  
219 Chestnut Street  
Swanton, OH 43558

CONTACT: Tony Urbas  
PHONE: 419-446-2109

PROJECT NAME: Swanton Elevated Water Storage Tank Improvements

DESCRIPTION: Cleaning & painting of 500,000 gallon elevated water tank, 1998

ADDRESS: City of Ravenna  
220 W. Spruce Ave.  
Ravenna, OH 44266

CONTACT: Mark Bowens

PROJECT NAME: Water Standpipe Project

DESCRIPTION: Cleaning & painting of 3.0 MG standpipe, 1997

ADDRESS: City of Medina  
132 N. Elmwood Ave.  
Medina, OH 44258

CONTACT: Don Johns  
PHONE: 330-296-5666

PROJECT NAME: South Court Street Water Tower, Koons Road Water Tower, and Lake Road Water Tank.

DESCRIPTION: Cleaning and painting of 500,000 gallon watersphere, 1997 and a 1.0 MG standpipe & 500,000 gallon elevated tank, 1998

ADDRESS: City of Dover  
PO Box 146  
Dover, OH 44622

CONTACT: Don Dummermuth  
PHONE: 330-364-2122

PROJECT NAME: Deis Hill Water Storage Tank and Second Street Tank

DESCRIPTION: Cleaning and painting of 1.5 MG water storage tank, 1996 & a 2.0MG tank in 2000.

ADDRESS: City of Oil city  
21 Seneca Street  
Oil City, PA 16301

CONTACT: Chris Sporer  
PHONE: 814-678-3019

PROJECT NAME: Water Storage Tank Project City of Oil City

DESCRIPTION: Cleaning & painting of 2.0 Million Gallon water storage tanks, 1995 And 1999 a full containment of a 2.0 MG hydropillar.

## REFERENCE LIST

Tnemec Representatives  
Coating Innovations  
Shawn Carlin-800-356-3041

Tank Inspection Services, Doug DeClerck, 570-584-4206

George Fiedler & Associates, Don Dummermuth, 330-364-2122

Burgess & Niple, Ltd., John Goodman, 304-485-8541  
Elmer Vogt, 614-459-2050  
Shane Whitacre 614-459-2050

Dana L. Briggs, P.E. Consulting Engineer, LLC, Dana Briggs, 304-485-5414

DCNR- South Central Engineers, Jim Sowerbower, 814-733-9123

Chris Sporer, P.E., 814-678-3019

Mark Bowen, P.E., 330-296-5666

Midwest Tank Consultants, Jeff Oakley 270-462-4605

CT Services, Inc., Dave Kohl P.E. 812-282-3773

**CPS**

**Central Painting & Sandblasting, Inc.**

8543 Riverland Ave., S.W.

Navarre, Ohio 44662

## Statement Regarding Experience & Equipment

Central Painting & Sandblasting, Inc. has 23 years of general construction experience along with 23 years of painting contractor experience. Key employees have 6-14 years experience painting water storage tanks. Central Painting & Sandblasting, Inc. has adequate manufacturing facilities and equipment available for the work under the proposed contract. Central Painting & Sandblasting, Inc. permanent place of business is 8543 Riverland Ave. S.W., Navarre, Ohio 44662. All equipment including air compressors, rigging, blast equipment, vehicles, and miscellaneous equipment to perform the work are owned by Central Painting & Sandblasting, Inc. Central Painting & Sandblasting, Inc. is financially stable to meet obligations incidental to the proposed work. Additional information may be furnished upon request.

BY:



DATE:

2/23/07

Michael Ritterbeck- Vice President



# Merchants Bonding Company (Mutual)

HOME OFFICE  
2100 FLEUR DRIVE  
DES MOINES, IA 50321-1158  
(515) 243-8171 • (515) 243-3854 FAX

Bond No.: WVC 40034

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Central Painting & Sandblasting, Inc.

8543 Riverland Avenue SW, Navarre, OH 44662  
as Principal, hereinafter called the Principal, and

Merchants Bonding Company (Mutual)

a corporation duly organized under the laws of the State of Iowa  
as Surety, hereinafter called the Surety, are held and firmly bound unto State of West Virginia

2019 Washington Street East, Charleston, WV 25305  
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

Dollars ( 5.0% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Sandblast & Paint Interior Wet, Pressure Wash & Paint Exterior of a Spherical Water Tank

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of February, 2007

PRINCIPAL:

Central Painting & Sandblasting, Inc.

Witness

Michael Ritterbeck - Vice President

SURETY:

Merchants Bonding Company (Mutual)

Witness

KYP L ROSS Attorney-in-Fact

# Merchants Bonding Company

(Mutual)

## POWER OF ATTORNEY

Bond #: WVC 40034

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

**KYP L ROSS**

of **ROCKY RIVER** and State of **OH** its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TEN MILLION (\$10,000,000.00) DOLLARS**

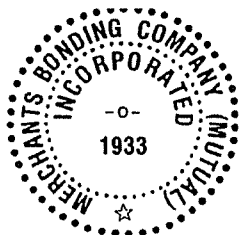
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 1st day of January, 2007.



MERCHANTS BONDING COMPANY (MUTUAL)

By

*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 1st day of January, 2007, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



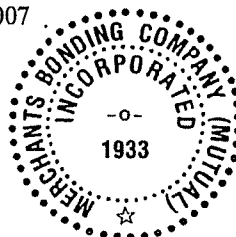
*Cindy Smyth*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 27th day of February, 2007.



*William Warner Jr.*  
Secretary

POA 0005 (1/06)

MERCHANTS BONDING COMPANY (MUTUAL)

FINANCIAL STATEMENT DECEMBER 31, 2005

(STATUTORY BASIS)

ASSETS		LIABILITIES AND POLICYHOLDERS' SURPLUS	
* Bonds	\$ 30,150,778	LIABILITIES	
* Stocks	13,717,645	Losses and Loss Adjustment Expense	\$ 5,651,509
Real Estate	4,218,541	Unearned Premiums	9,671,099
Cash and Short-term Investments	5,305,373	Dividends	1,112,538
Agents Balances or Uncollected Premiums	2,977,768	Ceded Reinsurance Payable	(2,385,992)
Reinsurance Recoverable	225,557	Amounts withheld for Others	1,193,509
Accrued Interest and Dividends	325,092	Reserve for Commissions, Taxes, and Other Liabilities	<u>1,333,955</u>
Federal Income Taxes and Deferred Inc Tax	710,044	Total	\$ 16,576,618
Non-Qualified Plan	260,343	SURPLUS	
Other Admitted Assets	<u>45,020</u>	Unassigned Surplus	<u>\$ 41,359,543</u>
Total Admitted Assets	<u>\$ 57,936,161</u>	Total Liabilities and Surplus	<u>\$ 57,936,161</u>

\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

I, Edwin De Kock, treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation, as of December 31, 2005, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Des Moines, Iowa this 14th day of March, 2006.

*Edwin De Kock*

Edwin De Kock, Treasurer

