

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

Request for

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668C0013

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

304-755-9435 ***722114730 BEAM INC** 100 HARRIS DRIVE ROCK BRANCH INDUSTRIAL PARK POCA WV 25159

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA FOB FREIGHT TERMS 12/05/2007 BID OPENING DATE: 12/26/2007 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT 0001 EΑ 968-61 Der aTrache 1 PAINTING (BRIDGES, ETC.) OPEN END CONTRACT TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY FOR MAINTENANCE AND PAINTING OF VARIOUS BRIDGES FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS 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. RECEIVED UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE 2001 DEC 21 A 9: 23 CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUA! STATE OF W 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. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 304-755 9435 TITLE ADDRESS CHANGES TO BE NOTED ABOVE 55-071-1804



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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:

Engineering Division, Technical Section West Virginia Division of Highways State Capitol Complex, Bldg. 5, Room A-650 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 <u>Intermediate Field Coat:</u> 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 manufactures 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.
- 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 WORKER PROTECTION (TOXIC METAL)

When toxic metals are present the vendor shall implement worker protection in accordance with the Occupational Safety and Health Administration (OSHA) 29CFR 1926.62. (d)(2)(i) states that until the employer performs an employee exposure assessment per paragraph (d) and documents that the employee is not exposed above the permissible exposure limit (PEL), the employer shall treat the employee as if the employee were exposed above the PEL, and shall implement protective measures employee prescribed in paragraph (d) (2) (v). The vendor shall comply with all the requirements (d)(2)(v) to be in compliance with OSHA of paragraph requirements, but for the purpose of payment of Bid Item 38 of this contract the vendor must as a minimum comply with the following items of paragraph (d)(2)(v):

- (A) Appropriate respiratory protection in accordance with paragraph (f).
- (B) Appropriate personal protective clothing and equipment in accordance with paragraph (g).
 - (C) Change areas in accordance with paragraph (i)(2).
 - (D) Hand washing facilities in accordance with paragraph (i) (5).

2.4 RAILWAY HIGHWAY PROVISIONS

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

2.5 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

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 hand and face washing facilities, change areas, protective clothing and respirators 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.

RFQ No	668C0013
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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING 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 owed 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.

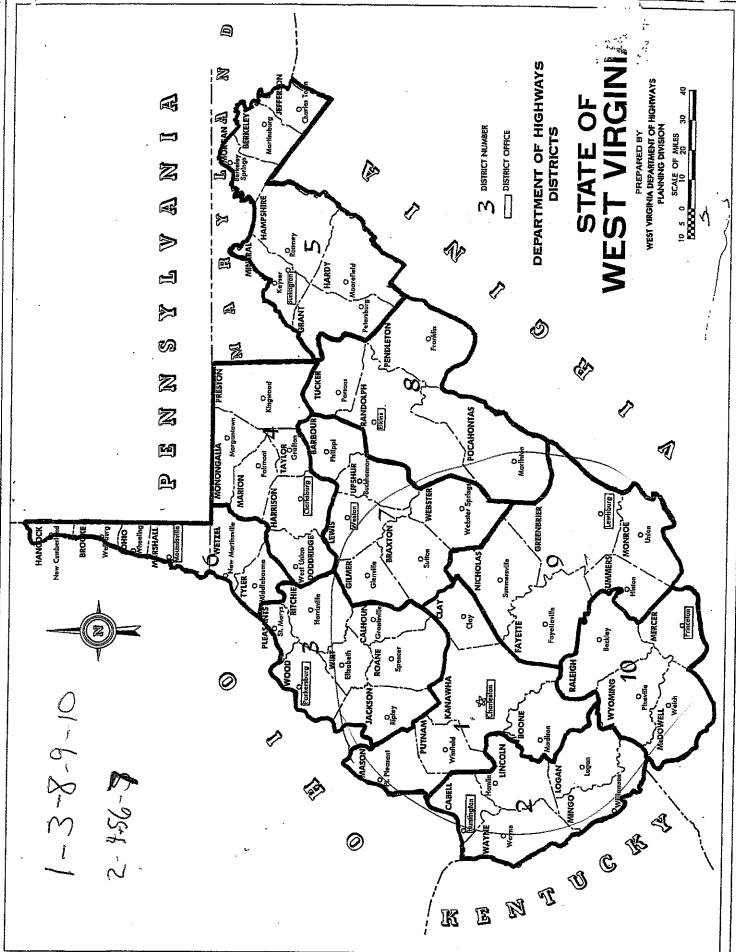
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a 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:	Beam Inc			
Authorized Signature:	Jose Beam	Date:	12/21/07	
Purchasing Affidavit (Revised 0	6/15/07)		, , , , , ,	



- 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.

Beam, Inc.

NOTE: Indicate Districts

BID SCHEDULE (CONT) DISTRICT(S) NO. 2-4-7-5 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
***************************************	arust - Calcium Sulfonate Sy	stem*	
1.	2200 Penetrant/Sealer	None (Note 3 & 4)	\$ 0.74 per sF
2.	2100 Self Priming Topcoat	None (Note 3 & 4)	\$ 1.7/ per SF
DeVo	e - Pre Prime System*		
3.	Devprep 88 Cleaner Par	. 3.0 (Note 3 & 4)	\$ <u>0.12</u> per SF
4.	Bar Rust 231 Epoxy Primer	None (Note 3 & 4)	\$ <u>0.34</u> per SF
5.	Devthane 369 Urethane	None (Note 3 & 4)	\$ <u>0.53</u> per SF
Wass	er Micaceous Iron Oxide Syst	em:*	
6.	Prepbond Sealer	None (Note 3 & 4)	\$ <u>0,23</u> per SF
7.	MC Miomastic Primer	None (Note 3 & 4)	\$ <u>0.25</u> per SF
8.	MC Miozinc Primer	None (Note 3 & 4)	\$ <u>0.45</u> per SF
9.	MC Ferrox-A Top Coat	None (Note 3 & 4)	\$ <u>0,36</u> per SF
Math:	is Coatings Noxyde System*		
10.	Noxyde Primer	None (Note 3 & 4)	\$ /,90 per SF
11.	Pegacryl Top Coat	None (Note 3 & 4)	\$ <u>0,97</u> per SF
Coat:	ings Furnished by the Divisi	on of Highways:*	
12.	Selected Coating (Note 1 & Single Component	4) Par. 3.0	\$ 0 .37 per SF
13.	Selected Coating (Note 2 & Multi-Component	4) Par. 3.0	\$_0.44 per SF
Hand	Application		
14.	Surcharge for brush, roller or glove application, with exception of stripe application		\$ <u>1,22</u> per SF

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

BID SCHEDULE (CONT) DISTRICT(S) NO. 7-4-5-6-7 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
CAULI	KING:		
15.	Caulking	Par. 1.9	\$ 5.81 per LF
CLEA	NING:		
16.	Dry-Clean of Deck, Parapets, & Expansion Joints	Par. 1.7.1	\$ 0.59 per SF
17.	Dry-Clean of Abutments, Piers, diaphragms & flanges	Par. 1.7.1	\$ <u>1.47</u> per SF
18.	Hand Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ 1.47 per SF
19.	Power Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-3) & Para. 1.7.5	\$ 1.24 per SF
20.	Commercial Grade Power Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-15) & Para. 1.7.5	\$ 2.59 per SF
21.	Hand Tool Cleaning With Pressure Washing 5000 - 10000 SF	(SSPC-SP-2) & Para. 1.7.5	\$_/.05_ per SF
22.	Hand Tool Cleaning With Pressure Washing Greater than 10000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ 0.76 per SF
23.	Hand Tool Cleaning With Hot Water Washing & Par Less than 5000 SF	(SSPC-SP-2) ca. 1.7.6	\$ 2.31 per SF
24.	Power Tool Cleaning With Hot Water Washing & Par Less than 5000 SF		\$ 1,40 per SF
25.	Commercial Grade Power Tool Cleaning With Hot Water Washing& Par Less than 5000 SF	(SSPC-SP-15) ra. 1.7.6	\$ 2.91 per sf

BID SCHEDULE (CONT) DISTRICT(S) NO. Z-4-5-6-7 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
26.	Hand Tool Cleaning With Hot Water Washing& Pa: 5000 - 10000 SF		\$ <u>1.24</u> per SF
27.	Hand Tool Cleaning With Hot Water Washing & Par Greater than 10000 SF	(SSPC-SP-2) ra. 1.7.6	\$ 1,08 per SF
28.	Pressure Washing		ra. 3 \$ <u>0.54</u> per SF
TEST	ING AND SOLUBLE SALT REMOVER	& Para. 1.7.9	
29.	CHLOR*TEST	Para. 1.7.3	\$ 84,75 Each
30.	CHLOR*RID or equal	Para. 1.7.3	\$ 0.29 per SF
MAINT	AINING TRAFFIC:		
31.	Traffic Control Devices	636	\$ 2,37 per Unit
32.	Electric Arrow	636	\$ 5/.00 per Day
33.	Temporary Traffic Signal	636	\$ <u>11,000</u> Lump Sum
34.	Flagger	636	\$ 58,70 per Hour
35.	Warning Lights	636	\$ 472 per Day
36.	Traffic Director	636	\$ 63.75 per Hour
MOBIL	JIZATION:		
37.	Mobilization per SCO		\$ 2700. Each
WORKE	R PROTECTION:		
38.	Worker Lead (Toxic Metal) Protection	Para. 2.3 & Para. 3	\$ /O, OD Lump Sum
DISPO	SAL HAZARDOUS WASTE:		
39.	Disposal Hazardous Waste Material	Para. 2.2.2.3 & Para. 3	7182 Per Drum

Beam, Inc.

NOTE:

Indicate Districts

BID SCHEDULE (CONT) DISTRICT(S) NO. 1-3-8-9-10 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.		Standard Specification Reference	Bid Price
Term	narust - Calcium Sulfonate S	ystem*	
1.	2200 Penetrant/Sealer	None (Note 3 & 4)	\$ 0.66 per SF
2.	2100 Self Priming Topcoat	None (Note 3 & 4)	\$ 1,62 per SF
DeVo	e - Pre Prime System*		
3.	Devprep 88 Cleaner Par	. 3.0 (Note 3 & 4)	\$ <u>.095</u> per SF
4.	Bar Rust 231 Epoxy Primer	None (Note 3 & 4)	\$ 0.29 per SF
5.	Devthane 369 Urethane	None (Note 3 & 4)	\$ <u>0.5/</u> per sF
Wass	er Micaceous Iron Oxide Syst	em:*	
6.	Prepbond Sealer	None (Note 3 & 4)	\$ 0.19 per SF
7.	MC Miomastic Primer	None (Note 3 & 4)	\$ 0.24 per SF
8.	MC Miozinc Primer	None (Note 3 & 4)	\$ 0.40 per SF
9.	MC Ferrox-A Top Coat	None (Note 3 & 4)	\$ <u>0,32</u> per SF
Mathi	s Coatings Noxyde System*		
10.	Noxyde Primer	None (Note 3 & 4)	\$ 1.65 per sF
11.	Pegacryl Top Coat	None (Note 3 & 4)	\$ 0.88 per SF
Coati	ngs Furnished by the Divisio	on of Highways:*	
12.	Selected Coating (Note 1 & Single Component	4) Par. 3.0	\$ <u>0.3</u> per SF
13.	Selected Coating (Note 2 & Multi-Component	4) Par. 3.0	\$ <u>0.38</u> per sF
Hand I	Application		
14.	Surcharge for brush, roller or glove application, with exception of stripe application	Par. 3.0	\$ 1.13 per SF

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

BID SCHEDULE (CONT) DISTRICT(S) NO. 1-3-8-9-10 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.		Standard Specification Reference	Bid Price
CAUL	KING:		
15.	Caulking	Par. 1.9	\$ 5.61 per LF
CLEA	NING:		
16.	Dry-Clean of Deck, Parapets, & Expansion Joints	Par. 1.7.1	\$ 0.55 per SF
17.	Dry-Clean of Abutments, Piers, diaphragms & flanges	Par. 1.7.1	\$ <u>1.43</u> per sF
18.	Hand Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ 1.49 per SF
19.	Power Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-3) & Para. 1.7.5	\$ <u>1.70</u> per SF
20.	Commercial Grade Power Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-15) & Para. 1.7.5	\$ <u>2.54</u> per SF
21.	Hand Tool Cleaning With Pressure Washing 5000 - 10000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ 0.94 per SF
22.	Hand Tool Cleaning With Pressure Washing Greater than 10000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ <u>0,90</u> per SF
23.	Hand Tool Cleaning With Hot Water Washing& Par Less than 5000 SF	(SSPC-SP-2) a. 1.7.6	\$ 1,44 per SF
24.	Power Tool Cleaning With Hot Water Washing & Park Less than 5000 SF	(SSPC-SP-3) a. 1.7.6	\$ <u>1.33</u> per SF
25.	Commercial Grade Power Tool Cleaning With Hot Water Washing& Para Less than 5000 SF	(SSPC-SP-15) a. 1.7.6	\$ 2,65 per sF

BID SCHEDULE (CONT) DISTRICT(S) NO. 1-3-8-9-10 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item		Standard Specification Reference	Bid Price				
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26.	Hand Tool Cleaning With Hot Water Washing & Pa 5000 - 10000 SF		\$ <u>/, Z/</u> per SF				
27.	Hand Tool Cleaning With Hot Water Washing & Pa Greater than 10000 SF	(SSPC-SP-2) ra. 1.7.6	\$ /.02 per SF				
28.	Pressure Washing	Para. 1.7.5, Par & Para. 1.7.9	ra. 3 \$ 0.48 per SF				
TEST	ING AND SOLUBLE SALT REMOVER						
29.	CHLOR*TEST	Para. 1.7.3	\$ 82.63 Each				
30.	CHLOR*RID or equal	Para. 1.7.3	\$24 per SF				
MAINT	TAINING TRAFFIC:						
31.	Traffic Control Devices	636	\$ Z. 15 per Unit				
32.	Electric Arrow	636	\$ 41.25 per Day				
33.	Temporary Traffic Signal	636	\$ 10,500. Lump Sum				
34.	Flagger	636	\$ 28.75 per Hour				
35.	Warning Lights	636	\$ 4.05 per Day				
36.	Traffic Director	636	\$ <u>.55.75</u> per Hour				
MOBILIZATION:							
37.	Mobilization per SCO		\$ <u>2300,</u> Each				
WORKER PROTECTION							
38.	Worker Lead (Toxic Metal) Protection	Para. 2.3 & Para. 3	\$ 10.00 Lump Sum				
DISPOSAL HAZARD(5 WASTE:							
39.	Disposal Hazardous Waste Material	Para. 2.2.2.3 & Para. 3	<u>525, °°</u> Per Drum				



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Poca, WV 25159

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

Request for AFONUMBER Quotation

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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE. SHIP VIA FREIGHT TEAMS 12/12/2007 12/27/2007 BID OPENING DATE: LOP AMOUNT LINE. QUANTITY: ITEM NUMBER UNITPRICE addendum no. 1 BID OPENING DATE AND TIME CHANGED 12/25/07 AT 1:30 P.M. FROM: 12/27/07 AT 1:80 P.M. TO: NO OTHER CHANGES 968-61 0001 EA Treviously Mailed Bids PAINTING (BRIDGES, ETC.) 668C0013 **** THIS IS THE END OF RFQ SEE REVERSE SIDE FOR TERMS AND CONDITIONS 755-9435 ADDRESS CHANGES TO BE NOTED ABOVE 55 O7 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

Request for Quotation

HEO NUMBER 668C0013

ADDRESSIONARES SONDENCE TO A TELEVISION OF MICHAEL AUSTIN 304-558-2402

FAX No.

RFQ COPY TYPE NAME/ADDRESS HERE

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF TCHAFT, AUSTIN

MICHAEL AUSTIN 304-558-2402

VENDOR

*722114730 304-755-9435 BEAM INC 100 HARRIS DRIVE ROCK BRANCH INDUSTRIAL PARK POCA WV 25159

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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