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PO BOX 96

BRIDGEPORT WV

SPECIALTY GROUPS INC

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

26330

304-623-3844

# Request for Quotation

851102036

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ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33 304-558-2402

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B FREIGHTTERMS 01/11/2011 OPENING TIME 01:30PM 01/19/2011 CAT NO: QUANTITY UOP UNITERICE LINE ITEM NUMBER AMOUNT ADDENDUM NO. 1 THIS ADDENDUM IS ISSUED TO: 1.) EXTEND BID OPENING DATE FROM: 01/12/2011 @ 1:30 PM TO 01/19/2011 @1:30 PM \*\*\*\*\*\*\*\*\*\*\*END ADDENDUM NO. 1\*\*\* 929-12 0001 EΑ EQUIPMENT, LABOR FOR REMOVAL RPM FURNISH MATERIAL, IS THE END OF RFO 851102036 THIS 1 7 2011 MAL SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE. SIGNATURE DATE 1-10-11 3844 TITLE ADDRESS CHANGES TO BE NOTED ABOVE 550-614471



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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

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ADDRESS CORRESPONDENCE TO ATTENTION OF

**BUYER 33** 

304-558-2402

\*709051236 304-623-3844 SPECIALTY GROUPS INC PO BOX 96

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BRIDGEPORT WV 26330 DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA FOB **FREIGHT TERMS** 12/08/2010 BID OPENING DATE: 01/12/2011 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT REV. 11/00 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS. 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 IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS. 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. IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE

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

# **Request for** Quotation

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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

ADDRESS CHANGES TO BE NOTED ABOVE

**\*709051236** 304-623-3844 SPECIALTY GROUPS INC PO BOX 96

BRIDGEPORT WV 26330

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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

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ADDRESS CORRESPONDENCE TO A TENTION OF

BUYER 33 304-558-2402

DIVISION OF HIGHWAYS

**\*709051236** 304-623-3844 SPECIALTY GROUPS INC PO BOX 96

BRIDGEPORT WV 26330 VARIOUS LOCALES AS INDICATED BY ORDER

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

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# 851102036 - RAISED PAVEMENT MARKER (RPM) REMOVAL AND PATCHING

### SCOPE OF PROJECT

The purpose of this Contract is for the removal of all RPM's installed along approximately 70 miles of a concrete surface Interstate roadway, and the cleaning and patching of all existing empty slot cuts and empty slot cuts created by the removal of the RPM's. It shall be the Contractor's responsibility to furnish all material, equipment, personnel, and traffic control necessary for the completion of this Contract.

#### LOCATION

45

For bidding purposes, this limits of this project are made up of 4 separate defined sections of roadway, which are as follows:

- Section I: Interstate Route 64, <u>Eastbound only</u>, milepost 120.46 (end of the WV Turnpike) to milepost 138.01 (Summers County line). Included within these limits are four interchanges, approximately 13.3 miles of 2lane roadway, approximately 3.5 miles of 3-lane roadway, and approximately 0.7 miles of 4-lane roadway.
- Section II: Interstate Route 64, <u>Westbound only</u>, milepost 155.55 (beginning of concrete roadway) to milepost 138.01 (Raleigh County line). Included within these limits are three interchanges and approximately 17.5 miles of 2-lane roadway.
- Section III: Interstate Route 64, <u>Eastbound only</u>, milepost 138.01 (Summers County line) to milepost 155.55 (end of concrete roadway).
   Included within these limits are three interchanges, approximately 4.3 miles of 3-lane roadway, and approximately 13.2 miles of 2-lane roadway.
- Section IV: Interstate Route 64, <u>Westbound only</u>, milepost 138.01 (Summers County line) to milepost 120.46 (beginning of the WV Turnpike). Included within these limits are four interchanges, approximately 7.4 miles of 2-lane roadway, and approximately 10.2 miles of 3-lane roadway.

# SPECIFICATIONS FOR WORK TO BE PERFORMED

This project shall require the following work to be performed:

The Contractor shall remove all metal castings by heating the RPM installations and prying the RPM castings from the slot cuts, or by other means acceptable to the project inspector. The Contractor shall remove any substantial loose and/or extraneous material in the slot cuts including dirt, cinders, salt, concrete, and shall substantially remove any remaining epoxy adhesive material. The Contractor shall perform all of the above work in a manner that minimizes further damage to the concrete surface.

In order to create a sufficiently roughened, fresh surface to facilitate proper adhesion of the patching material, the Contractor shall sand blast each slot cut to remove any remaining foreign material such as grime, oil, or grease. The sandblasting process shall also substantially remove any remaining remnants of the original epoxy adhesive. Each slot cut shall be blown out with oil / moisture free compressed air immediately prior to the placement of the patching material.

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The material utilized for patching on this project shall be Silicone Specialties Inc. (SSI) "SILSPEC®FLEXPATCH CWS" material (<a href="http://www.ssicm.com/main.htm">http://www.ssicm.com/main.htm</a>), or an equal product meeting the specifications herein. Specifications for the patching material to be utilized are included as an attachment to these specifications. If allowed for by the patching material manufacturer, the Contractor shall reduce the amount of aggregate typically specified to be added to the batch mixture by 10% in order to create a less viscous mixture to facilitate minimal voids in the final patches. This practice is allowed for when using "SILSPEC®FLEXPATCH CWS" material.

The Contractor shall patch all slot cuts, including outlying spalled areas, to a smooth, neat, uniform finish which is level with the surrounding pavement. Dampness is acceptable; however no measurable moisture film shall be present on the concrete surface at the time of placement. If frost is evident on the concrete surface, the Contractor shall insure that all frost is melted on the surface of the area to be patched by using a heating torch. Traffic shall be kept off of all patches for a minimum time period as recommended by the patching material manufacturer. If "SILSPEC®FLEXPATCH CWS" is used as the patching material, this time period shall be based on the "Traffic Open Time" specified in the table contained in the "SILSPEC®FLEXPATCH CWS" data sheet. The Contractor shall follow all other applicable manufacturer recommendations for preparation, placement, and clean-up of the patching material. For mixing, the Contractor may utilize any of the methods recommended by the manufacturer, as applicable, except that no manual hand mixing shall be allowed.

If necessary, it shall be the Contractor's responsibility to consult with the patching material manufacturer or a qualified patching material distributor regarding proper installation procedures and training prior to commencement of this work.

The WVDOH may, at its' discretion, require the Contractor to arrange to have a representative of the patching material manufacturer or a qualified patching material manufacturer distributor on site for observation and technical assistance on the first day that patching operations are performed. If this is to be required, the Contractor shall be informed of this at the time of the award of the Contract.

All waste materials, as applicable, shall be disposed of properly. All metal castings removed by the Contractor shall become the property of the Contractor, and shall be removed from the DOH right of way by the Contractor.

This work shall not include markers installed in Exit ramp gore areas or along multilane exit or entrance ramps.

# **MAINTENANCE OF TRAFFIC**

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- 1. Maintenance of traffic shall be in accordance with Section 636 of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000, and all subsequent applicable addendums, and the manual, "Manual On Traffic Control For Streets And Highways", 2006 Edition, latest printing.
- 2. Traffic Control units shall be calculated in accordance with the WVDOH Standard Specifications.
- 3. It shall be the Contractors' responsibility to coordinate traffic control with any adjacent or overlapping project. This coordination shall be done through the District Ten Construction office to insure that any closure shall not conflict with any other closure.
- 4. The Contractor shall perform this work during daylight hours. Lane closures shall be limited to a maximum of 3-1/2 miles in length. Lane closures between the beginning (west end) of Section I and Exit number 125 shall be restricted to the hours of 9AM to 3PM. Lane closures between Exit number 125 and the end (west end) of Section IV shall be restricted to the hours of 9AM to 3PM. In addition, note that the areas where this work is to be performed are prone to occasional heavy fog. At the discretion of the project inspector, work may not be allowed along a particular section while the visibility along the particular section is reduced by fog to 1000 feet or less.
- 5. The channelizing devices used on this project shall be 36" cones. The Contractor may utilize Channelizing ("Grabber") Cones or Drums at their discretion. However, payment shall be based on cones spaced as specified in the Traffic Control Manual described under note 1.

# **BID SCHEDULE FOR AWARD**

Vendors may submit bids for one or more of the individual Sections described. Separate bid sheets are included for each Section. Bids received will be evaluated independently for each Section. Contracts for each Section shall be awarded independently, unless a Vendor is the successful bidder on multiple Sections, in which case all of the work awarded to that Vendor will be combined into one Contract.

# **COMPLETION OF WORK**

Each successful bidder shall be required to complete all work that they awarded within thirty (30) calendar days after receipt of the Purchase Order. In the event that the Contractor does not meet this requirement, the Contractor shall be assessed liquidated damages per calendar day in the amount indicated in Section 108.7 of the Standard Specifications manual.

## INSPECTION

Inspection of this project shall be provided by the District Ten Construction office. The Contractor shall contact the District Ten construction office at 304-487-5271 a minimum of seven (7) days prior to beginning work. This is required in order to allow for the coordination of inspection personnel.

PATCHING MATERIAL SPECIFICATIONS

The patching material shall be a three component (polymer resin, curing agent, engineered blend of graded aggregates), 100% solids, high-strength, non-shrink, water-proof, abrasion resistant, non-conductive, semi-flexible polymer patching mortar that adheres to concrete and requires no external heat application for curing. The polymer patching mortar shall cure sufficiently to accept traffic within a maximum of four (4) hours at a substrate temperature of twenty (20) degrees Fahrenheit. The material shall be acceptable for use and shall perform as intended at a minimum substrate temperature of ten (10) degrees Fahrenheit. The material shall meet the following physical requirements:

O Changth	1500 PSI min. @ 4 hrs.	ASTM C 579 Method B
Compressive Strength	2400 PSI min. @ 24 hrs.	ASTM C 579 Method B
Bond Shear Strength	650 PSI min.	ASTM C 882
Linear Shrinkage	0.00 %	ASTM C 531
Abrasion Resistance	1.0 max.	ASTM C 501, Table H22
Chloride Ion Perm	1.0 Coulombs max.	AASHTO T-277
	70% min.	OK/OHD L6
Resilience	Pass	ASTM C 884
Thermal Compatibility	1 400	

# **BID SCHEDULE- SECTION 1**

Item#	Item Description	UM	Units	Τυ	nit Price	Ī	tem Total
1	Mobilization	LS	1	\$	5,950.00	\$	5,950.00
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EA	2010	\$	11.99	\$	24,099.90
3	Slot cut patching	EA	2010	\$	34.50	\$	69,345.00
4	Traffic Control	UNITS	16900	\$	1.46	\$	24,674.00
5	Electric Arrow	DA	15	\$	19.00	\$	285.00
6	Shadow Vehicle	DA	8	\$	243.00	\$	1,944.00
7	Traffic Director	HR	150	\$	49.50	\$	7,425.00

BID TOTAL:

\$ 133,722.90

# **BID SCHEDULE- SECTION III**

Item #	Item Description	UM	Units	Ur	nit Price	ľ	tem Total
1	Mobilization	LS	1	\$ :	5,950.00	\$	5,950.00
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EA	2630	\$	11.99	\$	31,533.70
3	Slot cut patching	EA	2630	\$	34.50	\$	90,735.00
4 ·	Traffic Control	UNITS	15400	\$	1.32	\$	20,328.00
5	Electric Arrow	DA	10	\$	19.00	\$	190.00
6	Shadow Vehicle	DA	10	\$	243.00	\$	2,430.00
7	Traffic Director	HR	200	\$	49.50	\$	9,900.00

BID TOTAL:

\$ 161,066.70

# **BID SCHEDULE- SECTION IV**

Item #	Item Description	UM	Units	Ur	iit Price	<u> </u>	tem Total
1	Mobilization	LS	1	\$ :	5,950.00	\$	5,950.00
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EA	2540	\$	11.99	\$	30,454.60
3	Slot cut patching	EA	2540	\$	34.50	\$	87,630.00
4	Traffic Control	UNITS	16900	\$	1.46	\$	24,674.00
5	Electric Arrow	DA	20	\$	19.00	\$	380.00
6	Shadow Vehicle	DA	10	\$	243.00	\$	2,430.00
7	Traffic Director	HR	200	\$	49.50	\$	9,900.00

BID TOTAL:

**\$ 161,418.60** 

Agency
REQ.P.O#851102036

# **BID BOND**

	KNOW ALL MEN BY THESE	PRESENTS, That we, th	ne undersigned, Specialty Groups, Inc.
of	Bridgeport		, as Principal, and United States Surety Company
of	Timonium ,	MD	, a corporation organized and existing under the laws of the State of
	ID with its principal offi	ce in the City ofT	imonium, as Surety, are held and firmly bound unto the State
of West	Virginia, as Obligee, in the per	nal sum of Five Percen	t of Amount Bid (\$ 5% ) for the payment of which,
well and	d truly to be made, we jointly ar	d severally bind ourselve	es, our heirs, administrators, executors, successors and assigns.
	•		
	The Condition of the above of	oligation is such that whe	reas the Principal has submitted to the Purchasing Section of the
Departr	nent of Administration a certain	bid or proposal, attache	d hereto and made a part hereof, to enter into a contract in writing for
RFQ#	# 851102036 Traffic Contro	l for Removal, Cleani	ng & Patching of RPM's for WV DOH
		·····	
	NOW THEREFORE,		
	(a) If said bid shall be rejected	ed, or	If owler into a contract in concedence with the hid or proposal attached
hereto a	and shall furnish any other bond	is and insurance require	Il enter into a contract in accordance with the bid or proposal attached d by the bid or proposal, and shall in all other respects perform the
agreem	ent created by the acceptance.	of said bid. then this obli	gation shall be null and void, otherwise this obligation shall remain in full
force ar	nd effect. It is expressly unders the penal amount of this obliga	tood and agreed that the tion as herein stated.	liability of the Surety for any and all claims hereunder shall, in no event,
Chocca	·		
	The Surety, for the value rece	ived, hereby stipulates a	nd agrees that the obligations of said Surely and its bond shall be in no
	paired or affected by any extens office of any such extension.	sion of the time within wi	ich the Obligee may accept such bid, and said Surety does hereby
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,		
			ereunto set their hands and seals, and such of them as are corporations
			ese presents to be signed by their proper officers, this
12th	day of January		
			Specialty Groups, Inc.
Principa	l Corporate Seal		(Name of Principal)
			(Must be President or
			Vice President)
			DRS
			(Title)
Surety (	Corporate Seal		United Otates Complete Company
obioty (	sorporato ovar		United States Surety Company (Name of Surety)
			(ramo or oursey)
			But inde 1 Mil habine
			Kimberly J. Wilkinson, WV Resident Agent Attorney-in-Fact
			Anomey-in act

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, and a power of attorney must be attached.

#### POWER OF ATTORNEY

#### AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURELY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Gregory T. Gordon, Earry D. Kerr, Allan L. McVey, Patricia A. Moye, Kimberly J. Wilkinson

This Power of Attorney shall expire without further action on December 8, 2012. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Altorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature of facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this day of June, 2009.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On this 15th day of June, 2009, before me, V. Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

T certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct WITNESS my hand and official seal.

Signature

\_ (Seal)

I, Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty—Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said—Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of January, 2011.

Corporate Seals

Bond No. SID
Agency No. = 12116





Jeannie J. Kim, Assistant Secretary

Commission // 1926148 Notary Public - California Los Angeles County Comm. Expires Doc 8, 2012

Rev March 2009



# State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF West Virginia
COUNTY OF Haccison, TO-WIT:
I, Stephen H. Fox, after being first duly sworn, depose and state as follows:
1. I am an employee of Specially Groups, Tuc.; and, (Company Name)
2. I do hereby attest that Specially Groups, Twc. (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D-5.
The above statements are sworn to under the penalty of perjury.
Specially Groups, Inc. (Company Name)
By: Strae
Title: Assist. Sec.
Date:
Taken, subscribed and sworn to before me this 10th day of January 2011
By Commission expires (10) 16, 2017
(Sea)  OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC Robert S. Hamilton P.O. Box 56 Colfax, WV 26566  (Notary Public)
THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO
COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF
THE BID.

RFQ No. 85110 2036

# 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.

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

# 

NOTARY PUBLIC Robert S. Hamilton RO. Box 56 Colfax, WV 28566

My Commission Expires April 16, 2017

Purchasing Affidavit (Revised 12/15/09)



# FAX TRANSMISSION COVER SHEET

# SPECIALTY GROUPS, INC.

PO BOX 96 BRIDGEPORT, WV 26330

MAIN OFFICE: (304) 623-3844 FAX: (304) 623-3843

DATE: 1/26/2011	
TO: Sheri Slone (Boyer 33)	FROM: Struc Fox
COMPANY: WV Purchasing Division	· · · · · · · · · · · · · · · · · · ·
FAX NO.: 304-558-3970	
SUBJECT: RFQ # 851102034	
MESSAGE: Per Sheri Slone i	anstructions oleges and
	Perisions to orginal bid
Sent on 1/17/2011	
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	<b>B</b> %
	0x 24
IF THERE IS A PROBLEM WITH THIS TRANSMISSION PLEASE CALL US AT:	(304) 623-3844 THANK YOU.

01 26 2011

09:20/ST. 9:20

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

Request for

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304-623-3844 **\*709051236** SPECIALTY GROUPS INC 20 BOX 96

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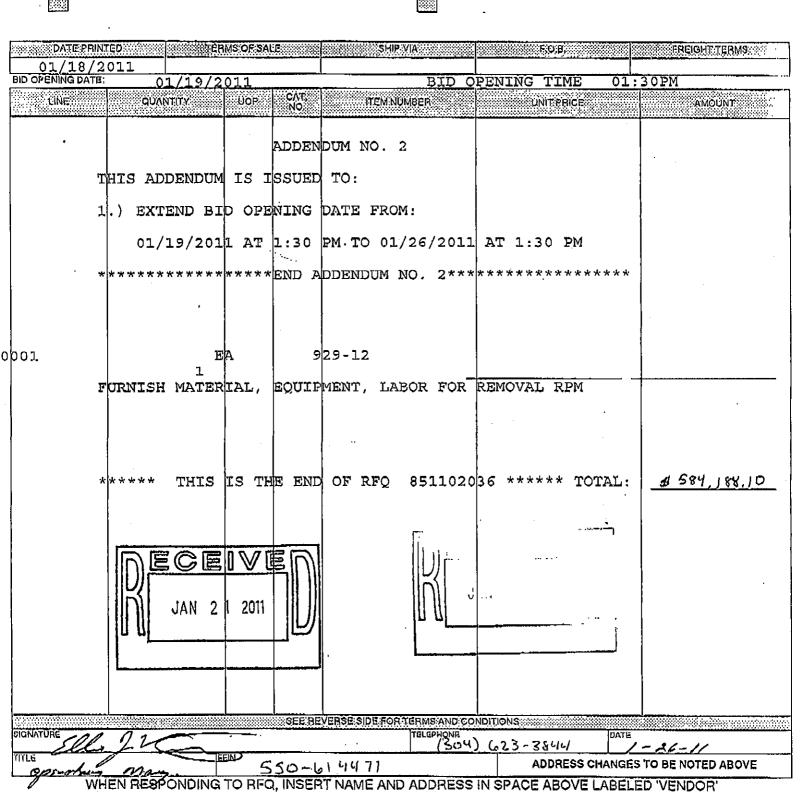
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State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

\*709051236 304-623-3844 SPECIALTY GROUPS INC PO BOX 96

BRIDGEPORT WV 26330

WALDHESS CORRESPONDENCE TO A BIENTION OF BUYER 33 304-558-2402



State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130

Charleston, WV 25305-0130

304-623-3844

Request for PRONUMBER Quotation

851102036

PAGE 1

**EUYER 33** 

BY ORDER

304-558-2402 DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED

ADDHESS COMMESPONDENDE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

BRIDGEPORT WV 26330

SPECIALTY GROUPS INC

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PO BOX 96

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PO BOX 96

BRIDGEPORT WV

SPECIALTY GROUPS INC

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

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Request for Quotation

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SPECIALTY GROUPS INC

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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Request for PRONUMBER Quotation

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ADDRESS CHANGES TO BE NOTED ABOVE

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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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**%709051236** 304-623-3844 SPECIALTY GROUPS INC PO BOX 96

BRIDGEPORT WV 26330 DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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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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BRIDGEPORT WV

SPECIALTY GROUPS INC

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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304-623-3844

Request for Quotation

\*\*\*\*\* RFU NUMBER 851102036

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

Request for Quotation 851102036

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BUYER 33 304-558-2402

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SPECIALTY GROUPS INC

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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PO BOX 96

SPECIALTY GROUPS INC

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

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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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# 851102036 - RAISED PAVEMENT MARKER (RPM) REMOVAL AND PATCHING

# **SCOPE OF PROJECT**

The purpose of this Contract is for the removal of all RPM's installed along approximately 70 miles of a concrete surface Interstate roadway, and the cleaning and patching of all existing empty slot cuts and empty slot cuts created by the removal of the RPM's. It shall be the Contractor's responsibility to furnish all material, equipment, personnel, and traffic control necessary for the completion of this Contract.

# **LOCATION**

For bidding purposes, this limits of this project are made up of 4 separate defined sections of roadway, which are as follows:

- Section I: Interstate Route 64, <u>Eastbound only</u>, milepost 120.46 (end of the WV Turnpike) to milepost 138.01 (Summers County line). Included within these limits are four interchanges, approximately 13.3 miles of 2lane roadway, approximately 3.5 miles of 3-lane roadway, and approximately 0.7 miles of 4-lane roadway.
- Section II: Interstate Route 64, Westbound only, milepost 155.55
  (beginning of concrete roadway) to milepost 138.01 (Raleigh County line).
  Included within these limits are three interchanges and approximately 17.5
  miles of 2-lane roadway.
- Section III: Interstate Route 64, <u>Eastbound only</u>, milepost 138.01 (Summers County line) to milepost 155.55 (end of concrete roadway).
   Included within these limits are three interchanges, approximately 4.3 miles of 3-lane roadway, and approximately 13.2 miles of 2-lane roadway.
- Section IV: Interstate Route 64, Westbound only, milepost 138.01 (Summers County line) to milepost 120.46 (beginning of the WV Turnpike). Included within these limits are four interchanges, approximately 7.4 miles of 2-lane roadway, and approximately 10.2 miles of 3-lane roadway.

# SPECIFICATIONS FOR WORK TO BE PERFORMED

This project shall require the following work to be performed:

The Contractor shall remove all metal castings by heating the RPM installations and prying the RPM castings from the slot cuts, or by other means acceptable to the project inspector. The Contractor shall remove any substantial loose and/or extraneous material in the slot cuts including dirt, cinders, salt, concrete, and shall substantially remove any remaining epoxy adhesive material. The Contractor shall perform all of the above work in a manner that minimizes further damage to the concrete surface.

In order to create a sufficiently roughened, fresh surface to facilitate proper adhesion of the patching material, the Contractor shall sand blast each slot cut to remove any remaining foreign material such as grime, oil, or grease. The sandblasting process shall also substantially remove any remaining remnants of the original epoxy adhesive. Each slot cut shall be blown out with oil / moisture free compressed air immediately prior to the placement of the patching material.

The material utilized for patching on this project shall be Silicone Specialties Inc. (SSI) "SILSPEC®FLEXPATCH CWS" material (<a href="http://www.ssicm.com/main.htm">http://www.ssicm.com/main.htm</a>), or an equal product meeting the specifications herein. Specifications for the patching material to be utilized are included as an attachment to these specifications. If allowed for by the patching material manufacturer, the Contractor shall reduce the amount of aggregate typically specified to be added to the batch mixture by 10% in order to create a less viscous mixture to facilitate minimal voids in the final patches. This practice is allowed for when using "SILSPEC®FLEXPATCH CWS" material.

The Contractor shall patch all slot cuts, including outlying spalled areas, to a smooth, neat, uniform finish which is level with the surrounding pavement. Dampness is acceptable; however no measurable moisture film shall be present on the concrete surface at the time of placement. If frost is evident on the concrete surface, the Contractor shall insure that all frost is melted on the surface of the area to be patched by using a heating torch. Traffic shall be kept off of all patches for a minimum time period as recommended by the patching material manufacturer. If "SILSPEC®FLEXPATCH CWS" is used as the patching material, this time period shall be based on the "Traffic Open Time" specified in the table contained in the "SILSPEC®FLEXPATCH CWS" data sheet. The Contractor shall follow all other applicable manufacturer recommendations for preparation, placement, and clean-up of the patching material. For mixing, the Contractor may utilize any of the methods recommended by the manufacturer, as applicable, except that no manual hand mixing shall be allowed.

If necessary, it shall be the Contractor's responsibility to consult with the patching material manufacturer or a qualified patching material distributor regarding proper installation procedures and training prior to commencement of this work.

The WVDOH may, at its' discretion, require the Contractor to arrange to have a representative of the patching material manufacturer or a qualified patching material manufacturer distributor on site for observation and technical assistance on the first day that patching operations are performed. If this is to be required, the Contractor shall be informed of this at the time of the award of the Contract.

All waste materials, as applicable, shall be disposed of properly. All metal castings removed by the Contractor shall become the property of the Contractor, and shall be removed from the DOH right of way by the Contractor.

This work shall not include markers installed in Exit ramp gore areas or along multilane exit or entrance ramps.

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# Page 12 Replacement

# MAINTENANCE OF TRAFFIC

1. Maintenance of traffic shall be in accordance with Section 636 of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000, and all subsequent applicable addendums, and the manual, "Manual On Traffic Control For Streets And Highways", 2006 Edition, latest printing.

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- Traffic Control units shall be calculated in accordance with the WVDOH Standard Specifications.
- 3. It shall be the Contractors' responsibility to coordinate traffic control with any adjacent or overlapping project. This coordination shall be done through the District Ten Construction office to insure that any closure shall not conflict with any other closure.
- 4. The Contractor shall perform this work during daylight hours. Lane closures shall be limited to a maximum of 3-1/2 miles in length. In addition, note that the areas where this work is to be performed are prone to occasional heavy fog. At the discretion of the project inspector, work may not be allowed along a particular section while the visibility along the particular section is reduced by fog to 1000 feet or less.
- 5. The channelizing devices used on this project shall be 36" cones. The Contractor may utilize Channelizing ("Grabber") Cones or Drums at their discretion. However, payment shall be based on cones spaced as specified in the Traffic Control Manual described under note 1.

#### BID SCHEDULE FOR AWARD

Vendors may submit bids for one or more of the individual Sections described. Separate bid sheets are included for each Section. Bids received will be evaluated independently for each Section. Contracts for each Section shall be awarded independently, unless a Vendor is the successful bidder on multiple Sections, in which case all of the work awarded to that Vendor will be combined into one Contract.

#### COMPLETION OF WORK

Each successful bidder shall be required to complete all work that they awarded within thirty (30) calendar days after receipt of the Purchase Order. In the event that the Contractor does not meet this requirement, the Contractor shall be assessed liquidated damages per calendar day in the amount indicated in Section 108.7 of the Standard Specifications manual.

### INSPECTION

Inspection of this project shall be provided by the District Ten Construction office. The Contractor shall contact the District Ten construction office at 304-487-5271 a minimum of seven (7) days prior to beginning work. This is required in order to allow for the coordination of inspection personnel.

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# PATCHING MATERIAL SPECIFICATIONS

The patching material shall be a three component (polymer resin, curing agent, engineered blend of graded aggregates), 100% solids, high-strength, non-shrink, water-proof, abrasion resistant, non-conductive, semi-flexible polymer patching mortar that adheres to concrete and requires no external heat application for curing. The polymer patching mortar shall cure sufficiently to accept traffic within a maximum of four (4) hours at a substrate temperature of twenty (20) degrees Fahrenheit. The material shall be acceptable for use and shall perform as intended at a minimum substrate temperature of ten (10) degrees Fahrenheit. The material shall meet the following physical requirements:

Compressive Strength	1500 PSI mln. @ 4 hrs.	ASTM C 579 Melhod B
	2400 PSI min. @ 24 hrs.	ASTM C 579 Method B
Bond Shear Strength	650 PSI min.	ASTM C 882
Linear Shrinkage	0.00 %	ASTM C 531
Abrasion Resistance	1,0 max.	ASTM C 501, Table H22
Chloride Ion Perm	1.0 Coulombs max.	AASHTO T-277
Resilience	70% min.	OKIOHD L6
Thermal Compatibility	Pass	ASTM C 884

# **BID SCHEDULE- SECTION 1**

Item #	Item. Description	ÚM	Units	Üı	nit Price	ľ	lem Total
1	Mobilization	LS	1	\$	5,950.00	\$	5,950.00
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EA	2010	\$	11.99	\$	24,099.90
3	Slot cut patching	EA	2010	\$	34.50	\$	69,345.00
4	Traffic Control	UNITS	16900	\$	1.46	\$	24,674.00
5	Electric Arrow	DA	15	\$	19.00	\$	285.00
6	Shadow Vehicle	DA	8	\$	243,00	\$	1,944.00
7	Traffic Director	HR	150	\$	49.50	\$	7,425.00

BID TOTAL:

\$ 133,722,90

09:22/ST. 9:20

# **BID SCHEDULE- SECTION II**

Item #	Item Description	UM	Units	U	nit Price	tem Total
1	Mobilization	LS	1	\$	5,950,00	\$ 5,950.00
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EA	2010	\$	11.99	\$ 24,099.90
3	Slot cut patching	ĒA	2010	\$	34.50	\$ 69,345.00
4	Traffic Control	UNITS	14500	\$	1.32	\$ 19,140.00
5	Electric Arrow	DA	4	\$	19.00	\$ 76.00
6	Shadow Vehicle	DA	8	\$	243.00	\$ 1,944.00
7	Traffic Director	HR	150	\$	49.50	\$ 7,425.00

BID TOTAL:

\$ 127,979.90

# **BID SCHEDULE- SECTION III**

Item #	Item Description	UM	Units	U	nit Price	-	tem Total
1	Mobilization	LS	1	\$	5,950.00	\$	5,950.00
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EΑ	2630	\$	11.99	\$\$	31,533.70
3	Slot cut patching	EA	2630	\$	34.50	\$	90,735.00
4	Traffic Control	UNITS	15400	\$	1.32	\$	20,328.00
5	Electric Arrow	DA	10	\$	19.00	\$	190.00
6	Shadow Vehicle	DA	10	\$	243.00	\$	2,430.00
7	Traffic Director	HR	200	\$	49.50	\$	9,900.00

BID TOTAL:

\$ 161,066,70

P021

# **BID SCHEDULE- SECTION IV**

item#	Item Description	UM	Units	U	nit Price	ŀ	tem Total
1	Mobilization	LS	1	\$	5,950.00	\$	5,950.00
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EA	2540	\$	11.99	\$	30,454,60
3	Slot cut patching	EA	2540	\$	34.50	\$	87,630.00
4	Traffic Control	UNITS	16900	\$	1.46	\$	24,674.00
5	Electric Arrow	DA	20	\$	19.00	\$	380.00
6	Shadow Vehicle	DA	10	\$	243.00	\$	2,430.00
7	Traffic Director	HR	200	\$	49.50	\$	9,900.00

BID TOTAL:

\$ 161,418.60

P024

09:23/ST. 9:20 01 26 2011

Agency	
REQ.P.O#851102036	

# BID BOND

			we, the undersigned, Specialty Groups, Inc.
of	Bridgeport ,	WV	, as Principal, and United States Surety Company
of	Timonium	MD	a corporation organized and existing under the laws of the State of
	MD with its principal o		•
	l Virginia, as Obligee, in the p	-	
well an	d truly to be made, we jointly a	and severally bind our	recives, our heirs, administrators, executors, successors and assigns.
	The Condition of the above	obligation is such that	I whereas the Principal has submitted to the Purchasing Section of the
Depart	ment of Administration a certa	In bid or proposal, alla	ached hereto and made a part hereof, to enter into a contract in writing for
RFQ:	# 851102036 Traffic Contr	ol for Removal, Cle	eaning & Patching of RPM's for WV DOH
	NOW THEREFORE,		
force ar	and shall furnish any other bor tent created by the acceptance	pted and the Principal nds and insurance rec e of said bid, then this rstood and agreed tha	al shall enter into a contract in accordance with the bid or proposal attached quired by the bid or proposal, and shall in all other respects perform the sobligation shall be null and void, otherwise this obligation shall remain in full at the liability of the Surety for any and all claims hereunder shall, in no event, d.
	The Surety, for the value rec paired or affected by any exter police of any such extension.	selved, hereby stipulatesion of the time within	ites and agrees that the obligations of said Surety and its bond shall be in no in which the Obligee may accept such bid, and said Surety does hereby
	IN WITNESS WHEREOF, P	rincipal and Surety ha	ave hereunto set their hands and seals, and such of them as are corporations
have ca		· ·	and those presents to be signed by their proper officers, this
12th		2011	The same of the sa
		·	
Principa	al Corporale Seal		Specialty Groups, Inc.
	•		(Name of Principal)
			By -ce & Man
			(Must be President or Vice President)
			(Tille)
	• • • • • • • • • • • • • • • • • • • •		(1110)
Surely (	Corporate Seal		United States Surety Company
			(Name of Surely)
			Kimborly J. Wilkinson, W. Resident Agent Allornoy-in-Fact

IMPORTANT - Surely executing bonds must be licensed in West Virginia to transact surely insurance. Corporate scale must be affixed, and a power of attorney must be attached.

# BOWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURRELY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make constitute and appoint:

Cregory T. Gordon, Carry D. Korr, Allan L. McVey, Patricia A Moye, Klimberly J. Wilkinson

This Power of Attorney shall expire without further action on December 8, 2012 This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney in-Past may be given full power audiauthority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver any undulf bonds recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and undulf notices and documents cancelling or terminating the Company's liability thereunder, and any short instruments so executed by any such Attorney in Past shall be binding upon the Company as it signed by the President and effected by the Corporate Scoretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

TIN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On this 15 day of tune, 2009, before her Villy had been public, personally appeared Daniel P. Aguilar. Vice President of American Contractors Indemnity Company United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

J certify under PENALTY OF PERCURY under the laws of the State of Galifornia that the foregoing paragraph is true and correct
WITNESS my hand and official seal.

V without
Commission # 1020140
Relay Public - California

Signature

\_\_\_ (Scal)

I leaning J. Kim, Assistant Secretary of American Contractors Indomnity Company, United States Surety Company and U.S. Specialty——Insurance Company, do hereby certify that the above and to egoing is a true and correct copy of a Power of Attorney, executed by said——Companies, which is still in full force and effect, furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 10990 day

of JANHARY

Corporate Seals

Bond No. BID
Agency No. -12116



2011





Jeannie J. Kim, Assistant Secretary

Los Angoles County My Cainto, Explica Duc B. 2012

Rev March 2009



# State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF West Dirginia
COUNTY OF Haccisen, TO-WIT:
I, Stephen H. For , after being first duly sworn, depose and state as follows:
1. I am an employee of Specially Groups, Iuc.; and, (Company Name)
2. I do hereby attest that Special (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D-5.
The above statements are sworn to under the penalty of perjury.
Specially Groups, Inc. (Company Name)
By: 57120
Title: Assist, Sec.
Date: /-/0-//
Taken, subscribed and sworn to before me this 10 day of January 2011
By Commission expires white 16, 2017
STATE OF WEST VIRGINIA NOTARY PUBLIC Robert S. Hamilton RO. Box 56 (Notary Public)
Colfax, WV 26566  My Commission Explica April 16, 2017 E  THIS APPIDAVIT MUSTIBE SUBMITTED WITH THE BID IN ORDER TO
COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE
AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF
THE BID.

P022

RFQ No. 85110 2036

Purchasing Affidavit (Revised 12/15/09)

# 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:**

Colfax, WV 25566

Ny Commission Expires April 16, 2017 Expression Expires April 16, 2017 Expression Expires April 26, 2017 Expression Expires April 26, 2017 Expression Expressi

"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 cleven 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.

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

# Vendor's Name: Specially Groups, Two Authorized Signature: Date: /-/0 - // State of WU County of Harrison in to-wit: Taken, subscribed, and sworn to before me this /o day of Javiuary , 20 11. My Commission expires April 16 NOTARY PUBLIC Subscribed NOTARY PUBLIC For Mest Viriginia Notary Public Robert 8. Hamilton 18. P.O. Box 58