



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

# State of West Virginia Master Agreement

Order Date: 10-21-2021

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES, INVOICES,  
AND SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CMA 0803 0066 DOT6621C024D 1	Procurement Folder:	956525
Document Name:	Original Folder ~ 868356	Reason for Modification:	
Document Description:	Various Repair Products for Bridges and Roads		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-08-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-08-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000036840 SUN BRIGHT COATINGS LLC 2005 BAY BREEZE CT  VIRGINIA BEACH VA 23454 US Vendor Contact Phone: 7576219677 Extension:	Requestor Name: Martha A Gibson Requestor Phone: (304) 558-9495 Requestor Email: marty.a.gibson@wv.gov																				
Discount Details:	<b>22</b> FILE LOCATION _____																				
<table><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></table>			Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No		
		Discount Allowed	Discount Percentage	Discount Days																	
#1		No	0.0000	0																	
#2		No																			
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

10-27-2021  
PMT

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

JE 10/21/21

PURCHASING DIVISION AUTHORIZATION  
DATE: *Tara K. 10/27/2021*  
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM  
DATE: *John S. 10/29/2021*  
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION  
DATE: *Beverly T. 10/21/2021*  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

The Vendor, Sun Bright Coatings LLC., agrees to enter with the West Virginia Division of Highways (WVDOH), into an open end contract to provide Various Repair Products for Bridges and Roads per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 05/285/2021, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	30111500			LS	0.000000
	Service From	Service To			

**Commodity Line Description:** Various Repair Products for Bridges and Roads

**Extended Description:**  
See Pricing Pages

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on August 15, 2021 and the initial contract term extends until (1) one year.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- ☒ **Commercial General Liability Insurance** in at least an amount of: one million dollars (1,000,000) per occurrence.
- ☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- ☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- ☒ **State of West Virginia must be listed as additional insured on insurance certificate. Certificate Holder should read as follows:**

☒ State of WV  
1900 Kanawha Blvd. E. Bldg.5  
Charleston, WV 25305

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☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_

☒ Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 02/10/2021

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Craig T. Roberts Vice President  
 (Name, Title)  
Craig T. Roberts Vice President  
 (Printed Name and Title)  
2005 Sky Breeze Court Virginia Beach VA 23453  
 (Address)  
ph (757) 621-9677 Fax N/A  
 (Phone Number) / (Fax Number)  
SonBright200@Verizon.Net  
 (email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Son Bright Coatings LLC  
 (Company)  
Craig T. Roberts Vice President  
 (Authorized Signature) (Representative Name, Title)  
Craig T. Roberts Vice President  
 (Printed Name and Title of Authorized Representative)  
5-27-21  
 (Date)  
(757) 621-9677  
 (Phone Number) (Fax Number)

**REQUEST FOR QUOTATION**  
**Repair Products for Bridges and Roads**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract to provide various rapid-setting mortar, concrete, asphalt, bridge surface, and other repair products for use in the preventive maintenance bridges and roadways at various locations statewide.

All responsible Vendors will be awarded a contract for this solicitation, per Section 5 of these contract specifications. At the time of need, the low-bid Vendor will be chosen by the ordering District based on low-bid Unit Price. Vendor pricing shall include material and delivery to any job site or any specified location. If Vendor is supplying discounts/price breaks for bulk purchase tiers, Vendor shall include the per Unit Cost breakdown on the Pricing Pages.

- 2. DEFINITIONS:** The terms listed below shall have the following meanings assigned to them for the purpose of this solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
- 2.1 “Contract Item(s)”, “Materials”, and “Pay Items”**– interchangeable terms for the item(s) available for Vendor to supply pricing as identified in Section 3 and referenced throughout.
- 2.2 “ATTACHMENT A, Pricing Pages” and “ATT A”** – interchangeable terms for the MANDATORY FORM, available in wvOASIS or attached hereto, for supplying each Vendor’s schedule of prices and totals, used to evaluate the bid responses, and/or referenced by District(s) for ordering purposes.
- 2.3 “ATTACHMENT B, Information Form” and “ATT B”** – interchangeable terms for the MANDATORY FORM, available in wvOASIS or attached hereto, which shall be completed by all Vendors to supply location and key personnel information. The ATT B shall also be completed by Vendors bidding on “Heated Materials With Equipment”.
- 2.4 “ATTACHMENT C, Product Use Guide” and “ATT C”** – interchangeable terms for the MANDATORY FORM, available in wvOASIS or attached hereto, for each bidding Vendor to supply brief details of the uses of Contract Items bid, for reference by the Districts upon ordering.
- 2.5 “Solicitation”** - official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Purchasing Division.
- 2.6 “WVDOH” and “Agency”**- interchangeable terms for West Virginia Division of Highways.

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**Repair Products for Bridges and Roads**

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- 2.7** “ASTM International” and “ASTM” – interchangeable terms, formerly known as the American Society for Testing and Materials. Reference: [www.astm.org](http://www.astm.org).
- 2.8** “AASHTO” - American Association of State Highway and Transportation Officials. Reference: [www.transportation.org](http://www.transportation.org).
- 2.9** “PSI” – pounds per square inch.
- 2.10** “MSI” – mega-pounds per square inch.
- 2.11** “Contractor” or “Vendor” - interchangeable terms that refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the contract, as context requires.
- 2.12** “Standard Specs” - the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, as amended/modified by any subsequent annual Supplemental Specifications.
- 2.13** “AASHTO” – American Association of State Highway Transportation Officials. Reference: [www.transportation.org](http://www.transportation.org).
- 2.14** “Emergency Work” and “Emergency Requests” – interchangeable terms for the delivery of goods and/or services (as designated by Agency District Engineer or his designee at a minimum), which must be done without delay by the Vendor based on Agency need and owing to circumstances for which the Agency could not have reasonably expected.
- 2.15** “F.O.B. Destination” - Free-on-Board Destination” - a Vendor or its designee bears the freight charges, owns the goods while in transit, and will deliver goods to the location specified on the Delivery Order via truck/other conveyance without any expense to the purchaser. The bid price for Materials shall include Delivery at the Vendor’s expense.
- 2.16** “Liquidated Damages” - monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract specifications and the Standard Specs Section 108.7, as amended, and calculated from the table posted at the WVDOH Contract Administration’s Specifications and Documents website:  
<https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>

REQUEST FOR QUOTATION  
Repair Products for Bridges and Roads

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**3. GENERAL REQUIREMENTS:**

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

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the current book plus \$5.00 for the Supplemental Latest Edition) using the attached Standard Specifications Order Form. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

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

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

- 3.2 Contract Items and Mandatory Requirements:** The Vendor should carefully read this entire invitation to bid. This is a *new* invitation for bids. Nonetheless, Vendor shall note that even on rebids of former solicitations, the Specifications are likely to have been modified throughout since the Agency last bid the commodity. Omitting any mandatory/required forms or Attachments, or documentation described throughout the Terms and Conditions and/or Specifications may result in immediate disqualification of the bid, in part or whole. A *whole* bid package shall include, at a minimum:

- \_ The *completed* bid invitation/solicitation document,
- \_ All Signature Pages located in the Instructions to Vendors, General Terms and Conditions, and the Contract Specifications
- \_ Contract Manager page with **name, email, phone number, etc.**
- \_ All pricing related ATTACHMENTS:
  - \_ ATT A (preferably done in an **electronic spreadsheet** format, like Excel)
  - \_ ATT B
  - \_ ATT C
- \_ Purchasing Affidavit
- \_ Ethics Disclosure
- \_ Addendum Acknowledgement form(s)

**REQUEST FOR QUOTATION**  
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All other necessary supportive documentation, forms, or information required as stated herein.

**The Agency may deem a bid non-responsive for failure to submit with the bid, any of the required documents notated above/detailed herein.**

On a continuing basis, an awarded Vendor shall supply Contract Items, in single unit, full or partial pallet, truckload, or other quantities specified herein, for use in various horizontal/vertical surface repairs on bridge structures, roadways, bridge decks, expansion joints, approaches, etc., per WVDOH Delivery Order and manufacturer recommendations. At its own discretion, all proposed equivalent or "Equal" Contract Items shall be subject to approval by the WVDOH District Engineer or his designee who shall determine which Contract Items, if any, shall be purchased. Vendor's delivery of Contract Items, with or without heating equipment, shall be F.O.B. to destination. Further details and instruction are included throughout this contract and in the Bid Instructions Section following the MATERIALS Section:

**MATERIALS:** The following materials are to be provided under this contract.

- 3.2.1 SSI SILSPEC® Flexpatch Polymer Patching Mortar or Equal** shall be a three-component (polymer resin, curing agent, engineered, graded aggregates), 100% solids, high-strength, non-shrink, water-proof, abrasion resistant, non-conductive, semi-flexible patching material that will adhere to concrete and steel and require no external application of heat for curing, and shall meet/exceed the following:

Compressive Strength:	1500 PSI min @4 hrs.	ASTM C 579 Method 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, Taber H22
Chloride Ion Permeability:	1.0 max Coulombs	AASHTO T-277
Resilience:	70% min	OK/OHD L6
Thermal Compatibility:	Pass	ASTM C 884
Cure to accept traffic:	No less than four hours min., Substrate at 70° F	
Min. substrate temperature shall be	40° F	
Shelf Life:	No less than 1 year min. stored between 50°F and 90°F, unopened	

- 3.2.2 SSI DECK SEAL Polymer Deck Sealant or Equal** shall be a polymer based sealing material designed for crack and surface sealing, containing fluorescent tracer dye which shall illuminate under black light providing evidence of penetration, and shall meet/exceed the following:

Chloride Ion Penetration:	0% @ 90 Days Ponding	AASHTO T-259
Bond Strength:	2,220 PSI min 14 Days	ASTM C 882

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Brookfield Viscosity: <50 cps                      ASTM C 881  
Water Absorption: 0.74 % max 24 hours              ASTM C 570  
Tensile Strength: 3,000                                  ASTM D 638  
Elongation @ Break: 4% min                          ASTM D 638  
V.O.C.: <250g/L  
Typical Coverage: 90 sq. ft. to 150 sq. ft. per gallon  
Shelf Life: Unopened shall be no less than one year, min.

- 3.2.3 SSI RE-DECK Skid-Resistant Overlay or Equal** shall be a solvent-free, moisture insensitive, 100% solid, low modulus, urethane-epoxy bonding agent that when broadcast with select aggregate shall form a skid-resistant overlay, and shall meet/exceed the following:

Compressive Modulus: 65,000 PSI              ASTM D 695  
Tensile Strength: 2,500 PSI                      ASTM D 638  
Tensile Elongation: 50%                          ASTM D 638  
Bond Strength: 3,000 PSI 14 day cure              ASTM C 882  
Linear Shrinkage: Negligible                      ASTM C 883  
Absorption: 0.20%                                  ASTM D 570  
Chloride Ion Perm: 0.9 Coulombs                  AASHTO T-277  
Shore D Hardness: 70                              ASTM D 2240  
Thermal Compatibility: Pass                      ASTM C884  
Brookfield Viscosity: 1,500 cps RV3 @ 20 rpm      ASTM C 881  
Typical Coverage: 40 sq. ft./gallon first course with 10 lbs./sq. yd aggregate and 20 sq. ft./gallon second course with 14 lbs/ sq. yd. aggregate.

- 3.2.4 SSI 900 Polymer Nosing System or Equal** shall be a 100% non-volatile, two-component, rapid-curing, liquid polymer that cures to a dense, semi-flexible, weather abrasion and impact resistant polymer mortar for the construction or repair of expansion and construction joints on bridge and parking decks. The SSI 900 Polymer Nosing System's or Equal's polymer shall be mixed with SILSPEC 900 Blended Aggregate or Equal to form a polymer-based mortar for nosing or joint repair and able to be cured in the "neat" form as a combination sealant primer and protective coating for steel, and shall meet/exceed the following typical physical properties:

Combined Liquid Components\*  
Mixing Ratio: 1:1 By Volume  
Viscosity: 15-25 Poises (Spindle No. 2,      ASTM D 2393 30 RPM, 25° C. ±2°)  
Color: Black  
Gel Time: 15-25 minutes                          AASHTO M-200-73  
Elongation: 45-65 percent                      ASTM D 638#  
Tensile Strength Min. PSI: 2000                  ASTM D 638#  
Shore D Hardness @ 77° F /25° C. 65-75      ASTM D 2240  
\*Test Method Type 1, Molded Specimens, 6.4 mm (.25 in) Thickness

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Cured Mortar

Compressive Strength PSI @ 24 hrs. (Method B) 3000 Min      ASTM C 579

Bond Strength PSI: 2000 Min      ASTM C 882

Abrasion Resistance Wear Index (Taber H-22) 1.0 Max      ASTM C 501

- 3.2.5 IMCO MG-KRETE Regular, Fine, or Equal** shall be a two-component, Part A\* and Part B\*, high-early-strength structural repair material with no critical mixing ratios, designed to be used to repair concrete, for deep to shallow holes, suitable for feathering, being poured into forms, troweled vertically, be self-priming, rapid cure, allowing return to service in 30 minutes with no shrinkage, able to bond to construction materials such as, but not limited to, concrete, wood, steel, and asphalt, and shall meet/exceed the following characteristics:

Water Absorption:      Waterproof

Compression Strength: 45 Minimum      2,610 psi

24 hours      4,148 psi

7 days      5,815 psi

28 days      11,194 psi

Temperature Limits:      14° F (w/accelerator) to 100° F (w/retarder)

Initial Set Time at 68°F: 15 minutes

Shelf Life: 6 months min, stored away from direct heat.

Toxicity: Non-Toxic

Clean up: With water

\*Part A shall be a cementitious product.

\*Part B or shall be a liquid activator product, also used to make the repair material easier to pour into forms.

- 3.2.6 IMCO MG-KRETE NO ODOR Regular, Fine, or Equal** shall be a two-component, Part A\* and Part B\*, high-early-strength structural repair material with no critical mixing ratios, designed to repair deep to shallow holes in concrete, be self-priming, suitable for feathering, being poured into forms or troweled vertically/overhead with rapid-cure and return to service in 60 minutes with no shrinkage, able to bond to construction materials such as, but not limited to, concrete, wood, steel, asphalt, and shall meet/exceed the following:

Water Absorption:      Waterproof

Compression Strength: 45 Minimum      1,500 psi

24 hours      2,600 psi

7 days      3,800 psi

28 days      7,800 psi

Temperature Limits:      40° F (w/accelerator) to 100° F (w/retarder)

Initial Set Time at 68°F: 25 minutes

Shelf Life:      12 months min, stored away from direct heat

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Non-Toxic

Cleans up with water

\*Part A shall be a cementitious product.

\*Part B shall be a liquid activator product, also used to make the repair material easier to pour into forms.

**3.2.7 IMCO MG-KRETE FLEX Regular or Equal** shall be similar to IMCO MG-KRETE but may be used where repair material may be subject to flexure.

**3.2.8 IMCO High Temperature Retarder or Equal** shall be a powder additive that can be added to the other IMCO MG-Krete Contract Items or Equal per manufacturer recommendations, to extend working time when temperature rises above 77°F to a maximum of 113°F.

**3.2.9 IMCO Low Temperature Accelerator or Equal** shall be a powder additive that may be added to MG KRETE Contract Items or Equal to accelerate cure when ambient temperature drops below 50°F and may be used to help cure in temperatures from as low as 15°F or as low as 40°F minimum when added to specified IMCO MG-Krete Contract Items or Equal, per manufacturer recommendations.

**3.2.10 IMCO D-DECK 470 SEALER or Equal** shall be a ready-to-use, clear, water-based, penetrating sealer for application to the surface of concrete, above or below grade, shall penetrate deeply into the capillary pores of the concrete and crystallize to become part of the concrete, and shall meet/exceed the following:

Increase concrete density and hardness

Prevent chemical corrosion and physical abrasion of treated surface

Effective in reducing freeze-thaw spalling

Treatment shall be permanent and not require subsequent re-application

Effective negative side waterproofing of hydrostatic head over 115 feet

Reduce or eliminate efflorescence and leaching in concrete

Effective barrier of water-vapor emission without loss of breathability

Solvent-free, odor-free

Non-toxic

Non-flammable

Improve bonding of cementitious toppings

Ultra-violet stability

Does not change the appearance of the concrete

Two light coats 300-400 sq. ft. per gallon depending on porosity and surface profile of substrate

Application by brush, roller or sprayed

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- 3.2.11 CHEM-CRETE PAVIX CCC100 or Equal** shall be a ready-to-use, clear, water-based, penetrating sealer for application to the surface of concrete, above or below grade, providing concrete moisture protection, and shall meet/exceed the following:

Specific Gravity: 1.1  
Seals Cracks: Up to 1/16 inch  
Viscosity: 2.4 centipoises  
Freeze Point: 28°F  
Hazardous to Environment: No  
No Toxic Fumes  
Non-Flammable  
Shelf Life: Unopened shall be no less than one year, min.

- 3.2.12 CHEM-CRETE YUFIX CCC100 or Equal** shall be a clear, water-based, catalyzed, non-hazardous, deep penetrating, water repellent product and sealer, for all above grade vertical concrete and masonry substrates, that will not alter color, texture, or appearance of a surface reacting with CO<sup>2</sup> from the atmosphere, shall become a part of concrete or masonry substrate, permanently sealing concrete and masonry substrate pores, blocking ordinary capillary action of water, and shall meet/exceed the following:

Specific Gravity: 1.06  
ASTM C-666 Freeze Thaw 150 cycles: 4.14 grams/ft<sup>2</sup>  
V.O.C. Content: Zero  
Non-Toxic  
Non-Flammable  
Odorless  
Non-Staining  
Non-Film Forming

- 3.2.13 CHEM-CRETE SOFIX CCC100 or Equal** shall be a water-based, catalyzed-chemicals product that will permanently eliminate moisture transmission through concrete structures and meet/exceed the following:

Specific Gravity: 1.07  
ASTM C-666 Freeze Thaw 150 cycles: 4.14 grams/ft<sup>2</sup>  
V.O.C. Content: Zero  
Non-Toxic  
Non-Flammable  
Odorless  
Non-Film Forming Hydrophilic Moisture  
ASTM C 1218: Chloride Penetration: Passed  
ASTM C 044: Abrasion Resistance: 1.17 grams/ft<sup>2</sup>  
ASTM E 96-95: Water Vapor Trans.: 82% Reduction

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ASTM D 4541: 400 PSI  
ASTM E 303: Skid Resistance: No Effect  
Depth of Penetration: 192 mils average

- 3.2.14 AQUAFIN-IC ADMIX or Equal** shall be a liquid, water-proofing additive for concrete, consisting of a water based suspension of inorganic, water-proofing agents which can be added during the batching process or in a ready-mix truck at a job site to seal hairline cracks up to 1/64" to become an integral part of the concrete, that will allow concrete to breathe, have a negligible effect on water reducers, plasticizers, slump, air entrainment, and shall meet/exceed the following:

Form: Liquid -creates an easier homogenous mixing with no clumping  
Resist extreme head pressure 460 ft. or 200 psi  
V.O.C. Content: Zero  
Non-Toxic  
Non-Chloride  
Non-Corrosive to Steel  
Working Temperature: >40°F  
PH: 10-12

- 3.2.15 PERMA-PATCH or Equal** shall be an all season, pre-mixed, cold asphalt patching material, composed of a blend of polymers, pressure sensitive plastics and angular limestone aggregate, to repair holes in asphalt or concrete in any weather condition, and shall meet/exceed the following:

Ready-to-use product  
Color: Black  
Requires no primer, no tack coat  
Asphalt Content: 5.2% ASTM D 2172-92  
Coverage: 10 lbs/sf @ 1" lift, 1.4 tons/cy  
Temperature: -5°F to 105°F  
Cure: Dynamic Pressure  
Aggregate: 1/4" max. angular limestone  
V.O.C. Content: 0.1% volume by weight  
Shelf Life: no less than two years, min., in a dry/covered area, unopened

- 3.2.17 DOW Corning 888 Silicone Joint Sealant or Equal** shall be a one-part, cold applied silicone that cures to a durable, flexible, low-modulus silicone, rubber joint sealant for new/remedial joint sealing applications in concrete cement, and shall meet/exceed the following:

Color: Gray  
Specific Gravity: 1.45-1.515  
Skin-Over Time: 10 min. @ 77°F

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Tack-Free Time: 60 min. @ 77°F  
Cure Time: 7-24 days @ 77°F  
Full Adhesion: 14-21 days  
After 7 day cure @ 77°F and 50% RH  
Elongation Minimum: 1200%  
Modulus @ 150%  
Elongation Maximum: 43 psi  
Durometer Hardness  
Shore A: 15-25 points  
Joint Movement Capability  
+100/-50%, 10 Cycles: No Failure  
Adhesion to Concrete  
Minimum Elongation: +500%

- 3.2.18 DOW Corning® 890-SL Silicone Joint Sealant or Equal** shall be a one-part, cold applied, self-leveling silicone that cures to an ultra-low-modulus silicone rubber upon exposure to atmospheric moisture, for new/remedial joint sealing applications in concrete cement and shall meet/exceed the following:

Color: Dark Gray  
Flow, Sag, Slump: Self-Leveling  
Percent Solids: 96% minimum  
Specific Gravity: 1.26-1.34  
Skin-Over Time: 60 min. @ 77°F  
Cure Time: 14 days @ 77°F  
Full Adhesion: 14-21 days  
After 21 day cure @ 77°F and 50% RH  
Elongation Minimum: 1400%  
Modulus @ 50%  
Elongation Maximum: 7 psi  
Modulus @ 100%  
Elongation Maximum: 8 psi  
Modulus @ 150%  
Elongation Maximum: 9 psi  
Durometer Hardness  
Shore A: 15-25 points  
Joint Movement Capability  
+00/-50%, 10 Cycles: No Failure  
Adhesion to Concrete  
Minimum Elongation: +600%  
Adhesion to Asphalt  
Minimum Elongation: +600%

- 3.2.19 SOPREMA Sopralene Flam 180 or Equal** shall be a base-sheet membrane composed of SBS modified bitumen and a non-woven polyester reinforcement

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with a thermofusible plastic film on both sides that can be heat-welded in a waterproofing assembly to adhere to the substrate and shall meet ASTM D 6164 Type 1, Grade S values and the following heat conditioning/characteristics:

	Before	After
Tensile-Max Load at $0 \pm 3.6^\circ$ lbf/in	117	83
Elongation at $0 \pm 3.6^\circ$ F	29	22
Tensile-Max Load at $73.4 \pm 3.6^\circ$ F lbf/in	70	70
Elongation at $73.4 \pm 3.6^\circ$ F %	56	61
Tear Strength at $73.4 \pm 3.6^\circ$ F lbf	120	87
Low Temperature Flex $^\circ$ F max	-15	-15
Dimensional Stability % max	<0.5	<0.5
Compound Stability Temp F	250	250

- 3.2.20 SOPREMA Sopralene Flam Antirock or Equal** shall be composed of SBS modified bitumen on non-woven polyester reinforcement with a plastic burn-off film on the bottom side and colored granules on the top surfaces, applied as the finish ply in a heat-welded waterproofing assembly, and shall meet ASTM D 6164 Type 1, Grade G values and the heat conditioning/other characteristics as follows:

	Before	After
Tensile-Max Load at $0 \pm 3.6^\circ$ lbf/in	117	83
Elongation at $0 \pm 3.6^\circ$ F	29	22
Tensile-Max Load at $73.4 \pm 3.6^\circ$ F lbf/in	70	70
Elongation at $73.4 \pm 3.6^\circ$ F %	56	61
Tear Strength at $73.4 \pm 3.6^\circ$ F lbf	120	87
Low Temperature Flex $^\circ$ F max	-15	-15
Dimensional Stability % max	<0.5	<0.5
Compound Stability Temp F	250	250
Granule Embedment g/max	0.8	0.8

- 3.2.21 SOPREMA Elastocol 500 Primer or Equal** shall be an elastomeric, bitumen, solvent product that increases adhesion of the membrane when applied to dry, clean concrete substrate by brush/roller/spray at an application rate of 100 – 150 ft<sup>2</sup>, and shall meet ASTM D 41.

- 3.2.23 SOPREMA ALSAN Flashing or Equal** shall be a polyurethane/bitumen resin, moisture-cured, low solvent, UV resistant, single component compound compatible with Soprema SBS modified bitumen membranes, to be applied with brush/roller in two to three layers, and shall meet/exceed the following:

Tensile Strength: 368 psi	ASTM D 412
Tensile Elongation: 672%	ASTM D 412
Peel Strength of Adhesive Bond: 23.0	ASTM D 903

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Shore A Hardness: 74  
Dry Time: 2-12 hours

ASTM D 2240

- 3.2.24 SOPREMA ALSAN PolyFleece or Equal** shall be a high-performance, flexible, non-woven, spun-laced, polyester fabric reinforcement that saturates the elastomeric coatings and epoxy primers, and if combined with Soprema Sopralene Flam Antirock or Equal, forms a watertight, puncture and UV resistant liquid flashing or membrane, and shall meet/exceed the following:

Color:	White
Fiber Content:	100% Polyester
Construction:	Stitch Bond
Weight:	2.4 oz/sy
Nominal Thickness:	30 mils
Mullen Burst psi	70 lbs.

- 3.2.25 Crafcro HP All Season Asphalt Cold Patch or Equal** shall be: a black, cold-applied, single-component, pavement-patching material for repairing potholes, asphalt spalls/cracks/other asphalt voids/distresses greater than 1½" wide, adheres on cold and damp asphalt, requires no mixing, heating, or special application equipment, develops strength after compaction by tampers/vehicle tires/traffic making it suitable for use in throw-and-go repair situations, available in two grades, one for temperatures less than 40°F (Patch L), and a grade for greater than 40°F, (Patch M), and shall meet the following:

**Aggregate:** Aggregate shall be composed of quality, crushed, construction grade aggregate with a minimum of 95% of particles having at least two crushed faces, with a maximum L.A. Abrasion loss of 35% and shall meet the following:

**Gradation Limits:**

Sieve	% Passing
½ inch	100%
3/8 inch	90-100%
No. 8	5-35%
No. 16	0-20%
No. 30	0-15%
No. 200	0-5%

**Cold Mix Asphalt Binder:**

Flash Point	200°F min.
Viscosity, 275°F	325-800 cp
Distillation	Volume % Original Sample
437°F	0.0%
500°F	0-5%

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600°F	5-20%
680° F	4-88%

**Mix Design** will vary slightly depending on aggregate characteristics. Binder content will range from 4.5% to 5.8% by total mix weight. Mix shall achieve 98% minimum aggregate coating, workability at 40°F.

**3.2.26 Crafc HP Asphalt Cold Patch L or Equal** shall be for application when the weather is less than 40°F.

**3.2.27 Crafc HP Asphalt Cold Patch M or Equal** shall be for application when the weather is greater than 40°F.

**3.2.28 Crafc HP Concrete Cold Patch or Equal** shall be a cold applied, single-component thermoplastic binder and aggregate, durable patching material suitable for repairing potholes/spalls/cracks/other confined cement voids/distresses greater than 1" wide and greater than ½" deep, shall adhere permanently to concrete during wet/cold/hot weather conditions and for use between 30°F and 100° F, requires no mixing, heating or special application equipment, allows traffic opening immediately after compacting, and shall meet/exceed the following:

Color:	Gray
Compacted in Place Weight:	125 pcf unit weight
Compacted in Place Density:	2.0
Volume per Bag:	0.40 cu ft
Workability:	30° to 100°F
Aggregate Size:	100% passing 3/8 inch
Aggregate Durability:	40% maximum Loss
Binder Coating Durability:	95% minimum

**3.2.29 Crafc or Equal "Heating Equipment With Materials":** If the WVDOH District Engineer/his designee needs Contract Item materials that require heating/melting, such as fiber asphalt sealant, rubber joint and crack sealant, and/or mastic or Equal, refer to Contract Items Crafc Techrete, Techcrete TBR, Mastic, and/or Matrix 501 Asphaltic Plug Bridge Joint System or Equal – all available by truckload or pallet with Equipment use. The District shall issue a Delivery Order stating Contract Items and the unit of measure desired "with the heating equipment" desired from the list below or the WVDOH approved Equal, and include the delivery location, and timeframe of need, refer to Section 6 and 6.2 for additional ordering details:

Crafc Super Shot 125 Gal. Double Drum Diesel Melter or Equal - Exhibit 1  
Crafc Patcher I or Patcher II or Equal - Exhibit 2

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**NOTE:** Vendors bidding materials *with* heating equipment via the ATT A/ Pricing Pages, shall name the equipment on the ATT B, and complete ATT C (refer to Sections 2.3, 5.2.2, 2.4 and 5.2.3 respectively). All Vendors shall complete Attachments A, B, and C as indicated, for use/reference by the Districts, following award. The manufacturer's technical documentation for heating equipment or Equal that includes associated materials for use bid by Vendor shall be submitted *with the bid* for WVDOT approval consideration.

- 3.2.29.1 Heating Equipment with Materials Pricing:** Vendor Pricing supplied on ATT A shall include Contract Items/materials plus the heating equipment, F.O.B delivery, operator training for WVDOT, and maintenance of the heating equipment.
- 3.2.29.2 Heating Equipment Use Period:** When heating equipment with Material is ordered by the WVDOT, Vendor shall deliver to the WVDOT's ordering District/job site, for the use-period defined by WVDOT on its Delivery Order. A use-period for WVDOT may be as much as one-hundred eighty (180) calendar days at a time, beginning on the delivery date. Successive and revised use-periods may be requested via further Delivery Orders as needed by WVDOT. In the event that a District requests a successive period of use to complete a project, the Vendor shall not charge the WVDOT any additional fees. Counties are identified on each District's Pricing Page. As dictated by the needs of the WVDOT, it is possible that a heating equipment use-period may exceed the contract's expiration date in order to allow the District to complete work previously started with no additional charge.
- 3.2.29.3 Heating Equipment Inspection Upon Delivery:** Both parties shall do a post-delivery inspection of the equipment, each in the witness of the other. WVDOT shall reserve the right to reject any equipment which it deems unsafe or unusable for any reason. In such case, Vendor shall supply a replacement exchange immediately thereafter as per the request of WVDOT. Equipment shall be rented with a full fuel tank and returned by WVDOT with a full fuel tank. WVDOT shall follow Agency protocol for inspection completion, see Form SM-93, Exhibit 3.
- 3.2.29.4 Heating Equipment Exchanges:** The WVDOT shall not assume liability for faulty/inoperative/recalled equipment. If equipment is recalled or fails to function at the time the WVDOT attempts to use it, as directed by WVDOT, the Vendor shall promptly provide equipment pickup and exchange to avoid causing delays/downtime in WVDOT production at no additional charge to the Agency.

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- 3.2.29.5 Heating Equipment Training & Technical Support:** In any location with the WVDOH, the Vendor shall comply with Section 4, Pandemic-Response Safety Protocols. If technical support is required, Vendor shall provide on-site service for the WVDOH locations within two hours of being contacted by WVDOH and at no additional charge to the Agency.
- 3.2.29.6 Heating Equipment Phone Support for WVDOH:** For matters related to the use or ordering of heating equipment, the Vendor's key personnel/designee as supplied on ATT B shall be available to assist the WVDOH during weekdays from 8:00 am to 5:00 pm EST for WVDOH and shall respond to WVDOH inquiries within twenty-four (24) hours. Vendor shall inform the WVDOH in writing of changes in key personnel/contact information within ten (10) calendar days of such changes.
- 3.2.29.7 Heating Equipment Unloading/Retrieval Arrangements:** In conjunction with Section 6.2, the ordering District shall issue a written Delivery Order, identifying the period of use timeframe and delivery location/job site for materials with heating equipment. Vendor shall respond in writing to the ordering WVDOH District to verify receipt of the order. In order to arrange timing and staff to accept the delivery, prior to departing, the Vendor shall coordinate with WVDOH to confirm the respective delivery timeframe and unload/load location, and arrange delivery/retrieval as dictated by WVDOH and congruent with the Delivery Order, from Monday through Friday working-days, between 7:30 am and 4:00 pm EST.
- 3.2.29.8 Heating Equipment Maintenance/Repairs:** As part of maintenance of the operational condition of the heating equipment, Vendor shall provide and install oil and lubricants, per the manufacturer's requirements as necessary for the operation and use of the heating equipment and its components, such as, but not limited to, fluid levels, safety evaluation, and visual inspection of the equipment components. The WVDOH does not dictate the requirements of the Vendors' maintenance requirements. In the event that the heating equipment requires service or repairs while in the possession of the WVDOH, the WVDOH shall report such to the Vendor and the Vendor shall maintain equipment on-site at the WVDOH location/job site as needed. In any location with the WVDOH, the Vendor shall comply with Section 4, Pandemic-Response Safety Protocols. During the period of use, at its own expense, the WVDOH shall provide fuel for the heating equipment.

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**3.2.29.9 Heating Equipment Supply:** Vendor shall maintain adequate supply of equipment for each ordering District and *without* the expectation that any one equipment unit be shared amongst other WVDOH Districts. Equipment shall be operated by WVDOH per manufacturer recommendations and per Vendor's training, provided either at the time of delivery and/or at a coordinated in-service at the WVDOH location/job site.

**3.2.29.10 Heating Equipment Repair or Replacement Parts:** The WVDOH shall reimburse the Vendor for the repair or replacement of any part of the equipment that is destroyed, damaged, or made inoperative because of ordinary negligence, abuse, or improper operation by its personnel. The WVDOH shall not be responsible for any such parts replacement or repair caused by an or equipment recall or defect in equipment or resulting from normal usage.

**NOTE:** For heating equipment and/or Contract Items, no order estimates are available, and no use is guaranteed by the WVDOH.

**3.2.30 Crafcro TechCrete Fibre Mastic or Equal** shall be hot-applied, flexible mastic sealant compound made of polymer-modified synthetic resin containing chopped fiberglass, fillers, fine high-quality aggregate and 0.5-1.0% steel fiber, designed to be melted and used in sealing wide cracks and joints of Portland Cement Concrete pavement/Asphalt Concrete pavement distresses to produce an impervious, impact-resistant, load-bearing, flexible repair that shall withstand vehicle traffic movement and climatic conditions, that requires field mixing and blending, Crafcro TechCrete Fibre Mastic or Equal shall be supplied in powder/granulated form in meltable bags to be placed in an approved melter like Crafcro Patcher I, II, or Equal, where it is mixed and heated to the required installation range, then poured into the pavement section with structural aggregate as specified in manufacturers installation instructions, then allowed to cool and solidify prior to opening to traffic. TechCrete Fibre Mastic or Equal **WITHOUT** structural aggregate shall be designed for treating wide cracks and joints with a minimum joint of 1.5 to 4 inches wide and up to 4 inches wide and up to full-depth repairs, and if used **WITH** structural aggregate, shall be designed for treating wide cracks and joins greater than or equal to 2 inches wide and greater than or equal to 2 inches deep up to full-depth repairs. In addition to the above, TechCrete Fibre Mastic or Equal shall meet/exceed the following:

Color: gray

Cone Flow, 3 hrs. @ 158°F, TEX-549-C

4% max.

Tensile Strain to Failure, TEX-551-C, peak load

.75in., 2in/minute strain

50 lb min.

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Aggregate Settlement, TEX-547-C	35% min.
Resilience, TEX-550-C	3% (2.3 mm)
Flexibility	50% min.
Minimum Application Temperature	330 °F
Maximum Heating Temperature	360°F
Shelf life	2 years

**3.2.31 Crafcro TechCrete-R, "TC-R" or Equal, Part Number 34952 or Equal, shall contain a pre-measured, pre-mixed combination of proprietary binder and fine aggregates, designed for use in shallow repairs, with edge feathering, for treating wide cracks and joints with a minimum width of 1.5 inches up to 4 inches wide and up to full-depth repairs, and partial-depth repairs less than 0.75 inches deep, repairs less than ¾" in depth, and most other distresses (spalls), and shall meet/exceed the following:**

Color: Gray  
Flow: 5mm Max. 5 h 140° F ASTM D5329 Modified  
Form: Powder  
Specific Gravity: 2.08 ASTM D2726  
Binder Content: 15-25 % ASTM D6307 Method A  
Min Application Temp: 375° F  
Max Heating Temp: 400° F Tensile Test: 50-200 lb, Briquette, AASHTO T140  
Modified TTM5 at 20° F, 3 Specimens  
Tensile Adhesion: 12 psi min, 0.5" min elongation, ASTM D5329 Mod.  
Impact Testing: ASTM D2794 2" dia, 1" thick specimen, 0.625"  
dart, No cracking, chipping, or separation at 6 ft·lb (8.1 N·m) at 20°F  
Flexibility: No cracking ASTM D3111  
No loss of Aggregate Adhesion  
Aggregate: 100% min. ASTM D5444 Pass, No. 4 Sieve

**3.2.32 Crafcro TechCrete-TBR or Equal with all the benefits of TechCrete or Equal, shall be designed to treat wide cracks and joints greater than or equal to 2 inches wide and up to full depth repairs, partial depth surface defects, and distresses for repairs with a minimum application depth of 1.5 inches up to 8 inches and shall meet or exceed the following specifications:**

Color: Gray  
Flow: 5 Max. 5 h 140° F ASTM D5329 Modified  
Form: Powder  
Specific Gravity: 2.03 ASTM D2726  
Binder Content: 15-25 % ASTM D6307 Method A  
Min Application Temp: 375° F  
Max Heating Temp: 400° F  
Tensile Test: Briquette, 50-200 lb AASHTO T140 Modified TTM5 at 20° F, 3  
Specimens, pounds. 50-200, 2 out of 3 fail between grips

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Tensile Adhesion: 12 psi min .5" min elongation ASTM D5329 Mod.  
Impact Testing: ASTM D2794 2" dia, 1" thick specimen, 0.625" dart, No cracking, chipping, or separation at 6 ft-lb (8.1 N-m) at 20°F  
Flexibility: No cracking No Loss of Agg. Adhesion ASTM D3111  
Minimum Application Temperature 375°F (190°C)  
Maximum Application Temperature 400°F (204°C)  
Shelf Life 2 years  
Aggregate: 100% min. ASTM D5444 Pass 0.625"  
55 % min. Percent Retained on No. 16

**3.2.33 CrafcO Mastic One or Equal** shall be a hot applied, pourable, aggregate-filled, polymer-modified, asphalt pavement repair mastic used for sealing/filling/repairing distresses in asphalt concrete/cement pavements and may be used for bridge deck surfaces larger than repairs by crack or joint sealing, but smaller than repairs requiring 'remove and replace patching procedures, and when melted and mixed in a manufacturer approved melter, poured into the prepared repair area and leveled, shall provide neat, feathered-edge installation, ready for traffic when solidified, and shall meet the following:

Aggregate:  
Abrasion Resistance: 35% max ASTM C131  
Binder:  
Cone Penetration @ 77° F: 60 max ASTM D5329  
Cone Penetration @ 122° F: 60 max ASTM D5329  
Softening Point: 200° F min ASTM D36  
Flexibility (1", 180°, 10 sec): Pass @ 32° F ASTM D3111 Modified

Blended Products:  
Flexibility: Pass @ 32° F PTM 3  
Adhesion @ 77° F: 25 psi min PTM 4  
Specific Gravity: 1.7 - 2.0  
Minimum Application Temp.: 375°  
Maximum Application Temp.: 400°  
VOC: 0 g/l  
Color: Black

**3.2.34 CrafcO Matrix 501 Asphaltic Plug Bridge Joint System or Equal** shall be a pre-measured, factory-mixed, pre-packaged, hot-applied bridge expansion joint system primarily composed of uniquely formulated polymer-modified asphalt binder combined in one box with the exact ratio of select aggregate to eliminate field measuring, proportioning and mining, used to provide a watertight, smooth riding joint that can accommodate up to ±1 inch of annual joint movement in blockouts from 2-8 inches deep and 20-24 inches wide in either asphalt concrete/portland cement concrete bridge deck surfaces, with a density of 119 lb per 7 feet, with components of Matrix 501 Mastic or Equal,

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Matrix 501 Adhesive or Equal, D surface dressing aggregate, backer rod, bridging plates and locating pins, and shall meet/exceed the following:

- 3.2.34.1 Crafc Matrix 501 Mastic or Equal** shall be a single component blend of a specially formulated, polymer-modified asphalt binder and aggregate, designed to be workable at application temperatures and resistant to segregation and binder flow on bridge surfaces that are sloped/crowned/super elevated, require no compaction and form a bonded, flexible, compressible and traffic resistant joint system with the polymer modified asphalt binder meeting the requirements of Table 1 of ASTM D6297 as follows:

Test, ASTM D6297	Limits
Softening Point ASTM D36	83°C min
Tensile Adhesion ASTM D5329	700% min
Ductility, 77°F ASTM D113	400 mm min
Cone Penetration, 77°F ASTM D5329	75 unit max
Low Temperature Cone Penetration, 0°F 200g, 60s ASTM D6297, Sec 9.1	10 unit min
Flow 140°F, 5 h ASTM D5329	3.0 mm max
Resilience, 77°F ASTM D5329	40 — 70%
Asphalt Compatibility ASTM D5329	Pass
Recommended Installation Temperature	380°F
Maximum Heating Temperature	400°F
Bond, 100% extension, 12.5 mm, 3 cycles	20°F
ASTM D5329 Flexibility ASTM D5329	-10°F
Additional properties of the polymer modified binder:	
Test, ASTM D5329	Requirements
Bond, 100% extension, 12.5mm, 3 cycles	4000 cp max.
Flexibility	9.3 lbs/gal (1.12 kg/l)

- 3.2.34.2 Aggregate in Matrix 501 Mastic or Equal** shall be a specially-selected hard, durable igneous rock, screened to a specific gradation, double washed, dried, bagged, and then combined with binder in one container. Aggregate content of Matrix 501 Mastic or Equal shall be 73 +/- 5% and gradation shall be as follows:

Screen Size	Percent Passing
1/2 Inch	100
3/8 Inch	80 - 100
No. 10	0 - 15
No. 16	0 - 3

- 3.2.34.3 Matrix 501 Adhesive or Equal** shall consist of specially formulated polymer modified asphalt designed to coat the block-

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out area and provide adhesion and shall meet the properties of  
Table 1 in ASTM D 6297.

- 3.2.35 BASF MasterEmaco T 1060 (formerly 10-60) Rapid Mortar or Equal** shall be a one component, shrinkage-compensated, very rapid-setting cement-based mortar with extra low permeability to help minimize chloride intrusion, be designed for horizontal concrete surfaces where high early strength gain is required, and shall meet/exceed the following:

Property	Results, Test	
Fresh wet density, lb/cu ft:	130	ASTM C138
Modulus of Elasticity, psi (GPa):	19.5	ASTM 469
Freeze/thaw Resistance, % RDM, 300 cycles:	<300 ASTM C666, procedure A	
Working time, min:	8	
Setting Time, min at 72°F, Initial 16: Final 28	ASTM C191	
Scaling resistance, 25 cycles:	100	ASTM C672
Coefficient of thermal expansion, in/in/°F:	$7.0 \times 10^{-6}$ CRD C39	
Splitting Tensile Strength, psi (MPa): 1 day, 7	ASTM C496	
Compressive Strength, psi (MPa), 2" cubes:	ASTM C109	
	1 hr 2000 (14)	
	1 day 5000 (34)	
	28 days 8000 (55)	
Compressive Strength, psi (MPa): 3x6" cylinders, 28 days, 400 (51)	ASTM C39	

- 3.2.36 BASF MasterFlow 100 Construction Grout or Equal** shall be a non-catalyzed, multi-purpose construction grout, containing mineral aggregate for application to concrete substrate, having no accelerators/chlorides or other similar salts, shall not contribute to corrosion of reinforcing steel, extendable with clean, well-graded coarse aggregate to fill large voids, hardening free of bleeding when properly placed, yielding a high effective bearing area for proper support/load transfer, and shall meet/exceed the following:

**Yield:** One 50 lb bag of MasterFlow 100 or Equal mixed with 1.07 gallons water to provide approximately 0.45 ft<sup>3</sup> of flowable mixed grout.

**Color:** Concrete gray when cured

**Storage:** Store in unopened containers in a cool, clean, dry area

**Shelf Life 50 lb bag:** 12 months when properly stored

**Shelf Life 3,000 lb bulk bag:** 3 months when properly stored

**VOC Content:** 0 g/L less water and exempt solvents.

**Typical Properties:** Mixed Grout Data\*\* (Flowable Mix)

Property	Value
Approximate Water, gal (L)	1.07 (4.03)

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Initial set, hrs, at 70° F	6
Final set, hrs, at 70° F	8

**\*\* At a constant percent of water, consistency will vary with Temperature. Final set takes place in approximately 8 hours at a flowable consistency and 70° F (21° C).**

**Compressive strength, psi (MPa)**

**Test Method: ASTM C 109, as modified by ASTM C 1107**

Plastic* <sup>1</sup>	Consistency Flowable* <sup>2</sup>	Fluid* <sup>3</sup>
1 day 3,500	(24.0) 2,000 (13.8)	1,500 (10.3)
3 days 6,000	(41.4) 5,000 (34.5)	3,500 (24.1)
7 days 8,000	(55.2) 6,000 (41.4)	4,500 (31.0)
28 days 10,000	(68.9) 7,000 (48.0)	5,500 (37.9)
<b>Volume Change, % Flowable, ASTM C 1090</b>		
ASTM C 1107	Change	Change Requirement
1 day 0.01		0.0 – 0.3
3 days 0.01		0.0 – 0.3
7 days 0.01		0.0 – 0.3
28 days 0.01		0.0 – 0.3

\*<sup>1</sup> 100 – 125% flow on flow table per ASTM C 1437

\*<sup>2</sup> 125 – 145% flow on flow table per ASTM C 1437

\*<sup>3</sup> 20 – 30 seconds through flow cone per ASTM C 939

**3.2.37 Phoscrete VO Vertical Overhead Repair or Equal** shall be a cementitious two-part kit of dry mix of Magnesium and Alumino-silicate aggregates, reinforcing fibers, plus a mono-Aluminum liquid Phosphate activator for vertical/overhead concrete repairs, used to fix spalls on concrete pavements/floors, providing high early ultimate compressive/bond strength, and shall meet/exceed the following and ASTM C928 R2 Spec for Very Rapid Hardening Cementitious Repair Materials:

Test	Specification	Typical Results		
Set Time	ASTM C191	Lab temp supercooled*	Initial 5 min	Final 6 min
			9 min	11 min
Density	ASTM C138		153 lb/ft <sup>3</sup>	2450 kg/m <sup>3</sup>
Air Content	ASTM C231		8.3%	
Free Shrinkage wet/dry	ASTM C157	28 days	.008%	-0.11%
		Time	psi	MPa
Compressive Strength	ASTM C109	1 hour	7,000	48
		1 days	9,000	62
		28 days	12,000	83
Flexural Strength	ASTM C78	1 day	600	4.1

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		7 days	650	4,5
		28 days	800	5,5
Bond Strength	ASTM C882	1 day	2500	17
		7 days	3500	24
		28 days	3500	24
Tensile Strength	ASTM C496	1 day	850	5,8
		28 days	900	6,2
Modulus of Elasticity	ASTM C469	28 days	4.24 E+06	2.92 E+04
Freeze Thaw	ASTM C666-A	Durability Factor:	91%	
Scaling - NaCl Chlorides	ASTM C672 ASTM C1202	NaCl	Visual, 2	Loss lbs/ft <sup>2</sup> 0.42
		CaCl <sub>2</sub> , MgCl <sub>2</sub>	Visual, 0	Loss lbs/ft <sup>2</sup> 0.00
		28 days	450 Coulombs	
	ASTM C1543	90 days	10-20 mm	Cl: 0.056%
			55-65 mm	Cl: 0.057%
		180 days	10-20 mm	Cl: 0.033%
			55-65 mm	Cl: 0.061%
	ASTM C1543		10-20 min	Cl: 0.56%
			55-65 min	Cl: 0.57%
			10-20 min	Cl: .033%
			55-65 min	Cl: .061%

**3.2.38 Phoscrete HC (Horizontal/Castable) or Equal** shall be a cementitious two-part kit of dry mix of Magnesium and Aluminum aggregates and reinforcing fibers, and a liquid Phosphate activator that forms a chemical and mechanical bond to cured concrete and itself, wet or cured, to provide rapid-hardening and strength gain suitable to vehicular traffic in less than one hour at moderate ambient temperatures, with proven applications to include repairs on bridge deck, reinforced concrete, expansion joint nosing-construction and repairs, for use on horizontal surfaces, poured/castable applications, vertical and overhead surfaces, form and pour applications, highway concrete spall and rutting repairs, full/partial depth concrete repairs, and shall meet/exceed the following physical properties:

Color:	Concrete grey
Cure:	Accepts sealants and polymer coatings as soon as one hour following initial set. No out-gas after cure.
VOC Content	0 g/L, less exempt solvents
Shelf Life:	Dry Mix: 24 months; Liquid Activator: 12 months when properly stored unopened in original packaging, in dry, clean conditions
Application thickness:	Minimum: 1-inch Maximum: none
Set Time, Minutes:	ATSM C191 in 68° in lab Initial 8, Final 10 Supercooled at 17° in lab Initial 15, Final 19
Slump:	ASTM C143 0 min, 9.5 in.

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5 min, 8.7 in  
15 min, 6.2 in

Yield and Density: .47 ft<sup>3</sup> 138.2 lb/ cf<sup>3</sup>  
Air Content: Caltrans CT-504 11.5%  
Free Shrinkage: ASTM C157 28 days .00% wet, -0.03% dry  
Restrained Shrinkage: ASTM C1581 180 days Age/Stress no crack, -60  
μstrain  
Compressive Strength: ASTM C109 1 hour 5,000psi, MPa 34,5  
1 day 6,500psi, MPa 44,8  
28 days 8,000psi, MPa 55,2  
Flexural Strength: ASTM C78 1 hour 400psi, MPa 3,0  
1 day 500psi, MPa 3,5  
28 days 700psi, MPa 4,8  
Bond Strength: ASTM C882 1 hour 1,500psi, MPa 10,3  
7 days 2,000psi, MPa 13,8  
28 days 2,500psi, MPa 17,2  
Tensile Strength: C496 1 day 650psi, MPa 4,5  
28 days 800psi, MPa: 5,5  
Modulus of Elasticity: C469 7 days 2.82 psi, MPa 1.9 E+04, 0.282  
Freeze Thaw: ASTM C666-A Durability factor 98%  
Scaling: ASTM C672 NaCl and CaCl<sub>2</sub> and MgCl<sub>2</sub> Visual 0, Loss 0.00  
Chlorides: ASTM C1202 28 days 1331 C  
ASTM C1543 90 days 10-22mm 0.135%, 55-65mm 0.117%  
ASTM C1543 180 days 10-20mm 0.195%, 55-65mm 0.145%  
Abrasion: Caltrans CT-550 Visual 16g, Loss 1.8%  
Sulphate Resistance: ASTM C1012 28 days -0.005%  
91 days -0.009%  
182 days -0.009%  
365 days -0.013%  
VOC Content: 0 g/L less exempt solvents  
Shelf Life: Dry Mix 24 months, Liquid Activator 24 months when stored  
unopened in clean, dry conditions.

**3.2.39 Phoscrete SG/Shotgun (Dry-Mix Shotcrete/Gunite) or Equal** shall be a cementitious two part kit of dry mix of Magnesium and Alumino aggregates, reinforcing fibers, plus a liquid Phosphate Activator, pneumatically conveyed separately and mixed at the nozzle to provide reduced setting times, very rapid hardening and early strength gain, and shall meet/exceed the following properties:

Color: Grey  
Set Time in minutes: ATSM C266 Initial 8, Final 28  
Yield and Density: Cubic feet .47, pounds per ft<sup>3</sup> 138.2  
Air content: Caltrans CT-504 11.5%  
Free Shrinkage: 28 days wet 0.00%, dry -0.03%

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**Compressive Strength:**

ASTM C109 1 hour 5,000psi, MPa 34,5  
1 day 6,500psi, MPa 44,8  
28 days 8,000psi, MPa 55,2

**Flexural Strength:**

ASTMC78 1 hour 400psi, MPa 3,0  
1 day 500psi, MPa 3,5  
28 days 700psi, MPa 4,8

**Bond Strength:**

ASTM C882 1 hour 1,500psi, MPa 10,3  
7 days 2,000psi, MPa 13,8  
28 days 2,500psi, MPa 17,2

**Tensile Strength:**

C496 1 day 650psi, MPa 4,5  
28 days 800psi, MPa 5,5

**Modulus of Elasticity:**

C469 7 days 2.82 psi, MPa 1.9 E+04, .282

**Freeze Thaw:**

ASTM C666-A Durability factor 98%

**Scaling:**

ASTM C672 NaCl and CaCl<sub>2</sub> and MgCl<sub>2</sub>  
Visual 0, Loss 0.00

**Chlorides:**

ASTM C1202 28 days 1331 C

ASTM C1543 90 days 10-22mm 0.135%

55-65mm 0.117%

ASTM C1543 180 days 10-20mm 0.195%

55-65mm 0.145%

**Abrasion:**

Caltrans CT-550 Visual 16g, Loss 1.8%

**Sulphate Resistance:**

ASTM C1012 28 days -0.005%  
91 days -0.009%  
182 days -0.009%  
365 days -0.013%

VOC Content: 0 g/L less exempt solvents

**Shelf Life:**

Dry Mix 24 months, Liquid Activator 24 months  
when stored unopened in clean, dry conditions.

**3.2.39.1 Phoscrete Fast-Set Add-Mix or Equal** shall be composed of magnesium oxide.

**3.2.40 Pavemend SLQ Very Rapid Repair Mortar or Equal** shall be a cementitious, very rapid setting, self-leveling, water-activated single component powder structural repair mortar, used for horizontal concrete repairs/formed applications, extendable up to 100% by weight with ⅜" or ½" clean-washed, fractured stone/mortar, and shall meet/exceed the following physical properties and ASTM C928:

**Compressive Strength:**

1 hour 3,000 psi Min. ASTM C 109/ASTM C 39  
3 hours 4,000 psi Min. ASTM C 109/ASTM C 39  
24 hours 4,500 psi Min. ASTM C 109/ASTM C 39  
7 days 5,000 psi Min. ASTM C 109/ASTM C 39

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28 days 6,000 psi Min. ASTM C 109/ASTM C 39

**Bond Strength:**

24 hours 1,200 psi Min. ASTM C 109

7 days 1,375 psi Min. ASTM C 882

**Flexural Strength:**

7 days 500 psi Min. ASTM C 28

28 days 600 psi Min. ASTM C 28

**Modulus of Elasticity:** psi 28 days 1.93 EE<sup>6</sup> Min. ASTM C 469

**Temperature Limits:** -20° F to 110° F Min.

**Initial Set Time @ 72° F** 2-4 minutes Max.

**Rapid Freeze Thaw Resistance:** 300 cycles 99.6% ASTM C 666A

**Length of Change, % Total Length:**

28 Days soak/dry 0.02 Max./-0.030 Max. ASTM C 157

**3.2.41 Pavemend 15.0 Rapid Repair Mortar or Equal** shall be a cementitious rapid setting, self-leveling structural repair mortar, water activated, single component powder used for horizontal concrete repairs/rapid form or pour setting applications and shall meet/exceed the following physical properties and ASTM C928:

**Compressive Strength:**

2 hours 2,500 psi Min. ASTM C 109

3 hours 3,500 psi Min. ASTM C 109

24 hours 4,000 psi Min. ASTM C 109

7 days 5,000 psi Min. ASTM C 109

28 days 6,000 psi Min. ASTM C 109

**Bond Strength:**

24 hours 1,000 psi Min. ASTM C 882

7 days 1,500 psi Min. ASTM C 882

**Flexural Strength:**

7 days 600 psi Min. ASTM C 28

28 days 850 psi Min. ASTM C 28

**Modulus of Elasticity, msi:** 28 days 3.30 Min. ASTM C 469

**Temperature Limits:** 30° F to 110° F Min.

**Initial Set Time @ 72° F:** 5-7 minutes Max.

**Rapid Freeze Thaw Resistance:** 300 cycles 99.6% ASTM C 666A

**Length of Change, % Total Length:**

28 Days soak/dry 0.0085 Max./-0.0595 Max. ASTM C 157

**3.2.42 Pavemend VR Rapid Repair Mortar or Equal** shall be a cementitious rapid setting, one-step structural repair mortar with pargeting mortar consistency, in a water activated, single-component powder form used for vertical and overhead structural concrete repairs, with 10-15 minutes of working time plus an additional 10-15 minutes to shape/shave repair to match existing contours,

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can be applied in a single-lift from 1/16" to over 4" without bonding agents, and shall meet/exceed the following physical properties and ASTM C928:

**Compressive Strength:**

3 hours	2,300 psi Min. ASTM C 109
24 hours	3,000 psi Min. ASTM C 109
7 days	4,000 psi Min. ASTM C 109
28 days	7,000 psi Min. ASTM C 109

**Bond Strength:**

24 hours	1,500 psi Min. ASTM C 882
7 days	1,600 psi Min. ASTM C 882

**Flexural Strength:**

7 days	600 psi Min. ASTM C 28
28 days	650 psi Min. ASTM C 28

**Modulus of Elasticity, msi, 28 days** 3.17 Min. ASTM C 469

**Temperature Limits:** 40° F to 100° F Min.

**Initial Set Time @ 72° F** 15-20 minutes Max.

**Rapid Freeze Thaw Resistance:** 300 cycles 100% ASTM C 666A

**Length of Change, % Total Length**

**28 Days soak/dry** 0.001 Max./-0.001 Max. ASTM C 157

**3.2.43 Pavemend SL Rapid Repair Concrete or Equal** shall be a cementitious rapid setting, semi-leveling structural repair cement in a water-activated, single component powder form used for horizontal concrete repairs, sloped or form and pour repair applications, and shall meet/exceed the following physical properties and ASTM C928:

**Compressive Strength:**

2 hours	2,500 psi Min. ASTM C 39
24 hours	5,000 psi Min. ASTM C 39
7 days	6,000 psi Min. ASTM C 39
28 days	7,000 psi Min. ASTM C 39

**Bond Strength:**

24 hours	1,500 psi Min. ASTM C 882
7 days	2,000 psi Min. ASTM C 882
28 days	3,000 psi Min. ASTM C 882

**Flexural Strength:**

1 days	850 psi Min. ASTM C 28
7 days	875 psi Min. ASTM C 28
28 days	900 psi Min. ASTM C 28

**Modulus of Elasticity, psi:**

28 days	5.2 x 10 <sup>6</sup> Min. ASTM C 469
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**Temperature Limits:** 40° F to 110° F Min.

**Initial Set Time @ 72° F:** 15-20 minutes Max.

**Rapid Freeze Thaw Resistance:** 300 cycles 98% ASTM C 666A

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Length of Change, % Total Length:  
28 Days dry -0.02 Max. ASTM C 157

- 3.2.44 RHOMAR BLACK-MAX Cathodic Rust Encapsulant or Equal** shall be a sprayable/brushable liquid that encapsulates the rusty metal surface and transforms the red oxide rust into a dark patina surface that can be painted over or left as an exterior surface, preventing bleed-through of rust on newly painted surfaces and extends the life expectancy, eliminates the need for hazardous sandblast residue disposal, and when applied to a non-rusty surface, dries clear but gives the same protection to the underlying surface, and shall meet/exceed the following technical specifications:

Active Ingredients: Tannic and Oxalic components  
Flash Point: Non-Flammable  
Curing: 12 to 14 hours  
Viscosity: Sprayable or Brushable liquid  
Specific Gravity: =1.01  
Evaporation: =1.0  
Water Reactive: Emulsifies  
Color : Milky White  
pH: <3  
Application Temperature: >40  
Coverage: 250 sq ft per gallon  
Blend: Proprietary co-polymers

- 3.2.45 RHOMAR BRIDGE-CON Concrete and Metal Encapsulant or Equal** shall be composed of a polymer rubber emulsion, to be applied with spray gun/ roller/brush, specifically designed for encapsulating concrete/metal substructure components exposed to corrosive chlorides, and shall meet/exceed the following specifications:

Color: Grey  
V.O.C. Content: Less than .5 per gallon.  
Resistance: Calcium, Magnesium, Sodium Chlorides, and weather elements.  
Flash Point: Non-Flammable  
Elongation: Over 500% Elastomeric  
Solids: 62% +/- 2%  
Application Temperature: Above 40°F  
Film Thickness: 20-40 WFT  
Coverage: 25-100 sq ft per gallon  
Dry Time: Dry to touch 1 hour and cures in 12 hours  
Color Stability: UV resistant for color retention  
Additives: Mildewstat for mold and mildew protection

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**3.2.46 RHOMAR Pistol-Grip Spray Gun Applicator RH-42-12 for BRIDGE-CON or Equal** shall be used for dispensing from quart bottles.

**3.2.47 RHOMAR RH-410-Wand or Equal** shall be a 24" extension wand for the pistol grip spray gun applicator that is flexible and allows the application of Bridge-Con or Equal in hard-to-reach places.

**3.2.48 RHOMAR BRIDGE-MATE™ Bridge Component Encapsulant or Equal** shall be a polymer encapsulant, that must be applied with Rhomar's "Public Works" Applicator or Equal, using a .5gpm nozzle, designed to treat bridge components, such as rocker plates/arms, bearing boxes, finger joints, deflector plates, troughs, and tops of concrete pilings, to form a non-tacky polymer skin that will not wash off into soil and streams, and shall meet the following technical specifications:

Encapsulant: High-strength polymer with appropriate charge to encapsulate existing salt and chloride residue.

Chloride Resistance: Calcium, Magnesium, Sodium, and Salt Brine

Additive Package: EP agent, anti-rust, anti-oxidation, corrosion inhibitor

Wet Flexible Film Thickness: 3 mils, non-tacky; 5-20 mils wet film thickness

Element Resistance: Heat, freeze thaw, rain, and water pressure

Humidity Cabinet Rust Test: Excellent

Drying Time: To touch in 3-4 hours, fully cures in 72 hours

Moisture and Water Resistance: Insoluble, totally resistant

Evaporative Carrier: Allows quick drying of solids

API Specific Gravity: .95= 7.6 lbs per gallon

Viscosity: Sprayable liquid

Flash Point and Method: >110°F TCC

Application: Sprayable

**3.2.49 RHOMAR BRIDGE- TEC 2000™ Concrete Protection or Equal** shall be a sprayable, high-strength, rubberized polymer encapsulant that resists salts and chlorides, to apply to non-traffic concrete and metal components to prevent rust on metal and spalling or pitting of concrete caused by salt and aggressive deicers, and shall meet the following technical specifications:

Color: Amber, dries clear

Chloride Resistance: Sodium, Calcium, Magnesium

Humidity Cabinet Rust Test: Excellent

Dried Flexible Film Thickness: 2 to 3 mils, non-tacky

Additive Package: Anti-rust, anti-oxidation, corrosion inhibitor

Moisture and Water Resistance: Insoluble, totally resistant

Evaporative Carrier: Allows quick drying of solids

Drying time: To touch in 3 to 4 hours and cures in 72 hours

API Specific Gravity: .09 = 7.2 lbs per gallon

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Flashpoint and Method: 106°F TCC  
Viscosity: Sprayable liquid  
Coverage: 150 to 250 sq ft per gallon  
Safety: Refer to SDS

- 3.2.50 RHOMAR TAGSTER Graffiti and Tagging Emulsifier or Equal** shall be specifically designed to remove graffiti from concrete/metal/wood/plastic surfaces, by relieving the youngest/most recent vandalism paint first, and shall meet/exceed the following:

Biodegradable: Contains no hazardous ingredients such as petroleum  
Solvents/Methylene Chloride or Hexane  
Flash Point: >160°F  
Viscosity: Sprayable Liquid with Tackifier  
Color: Clear  
Odor: Bubblegum  
Rinse: Freely without residue  
Evaporation: (BUAC = 1) .01  
Solubility: Complete with water

- 3.2.51 CHLOR\*RID or Equal** shall be a single component, liquid, organic bonding chemical blend that aids in the removal of chlorides sulfate/surface reacted salts for surface preparation prior to applying primers or coatings on a variety of surfaces including ferrous/non-ferrous metals, concrete, and others, suitable for application by pressure washer at any pressure and handwashing spot areas, and shall meet/exceed the following:

Color: Blue  
Typical Coverage: 300-1000 sq ft/gal  
VOC content: None, biodegradable  
pH: 3. (+/- .2)  
Application Temperature: +32°F  
Non-Flammable

- 3.2.52 SKUNKRUST SR-17 or Equal** shall be a hygroscopic material designed to be used in high-humidity environments on all metals to remove corrosion chemically by arresting electrical activity by insulating both the anode and cathode sites on the metal substrate for use as a surface preparatory pre-primer to receive coats of paint, or be left uncoated for use as a preservation product, and shall meet/exceed the following:

Color: Dries to a chalky-white.  
Components: Water based, Iron Phosphate compound that is hygroscopic designed to be used in high-humidity environments, on all metals, to remove corrosion chemically renders chlorides, sulfates, and nitrates insoluble.

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**Finish:** Powdery, dry finish consists of a micro-crystalline structure of a metal phosphate. A secondary reaction forms an insulating layer between the crystals to completely insulate the substrate.

**Coverage on rusted surfaces:** 400+/- sq ft per gal. 100 sq ft per qt, per coat.

**Coverage on blasted surfaces:** 600+/- sq ft per gal., per coat.

**Heat Resistant:** Up to 2,450°F

**Scratch Resistant:** Yes

**Renders chlorides, sulfates, and nitrates insoluble**

**Will dissolve nylon and etch concrete.**

**Shall not harm painted surfaces.**

**3.2.53 D.O.T. Line Rapid Repair Concrete or Equal** shall be a fiber reinforced, cementitious, rapid setting, structural repair cement, in a single-component powder form, aggregate extended, that is water activated, used for horizontal concrete repairs and temporary asphalt pavement repairs, and shall meet/exceed the following and ASTM C928:

Test	Typical Results	Specification
<b>Compressive Strength:</b>		
	2 hours	2,500 psi Min. ASTM C 39
	24 hours	5,000 psi Min. ASTM C 39
	7 days	7,000 psi Min. ASTM C 39
	28 days	9,000 psi Min. ASTM C 39
<b>Bond Strength:</b>		
	24 hours	1,500 psi Min. ASTM C 882
	7 days	2,000 psi Min. ASTM C 882
<b>Flexural Strength:</b>		
	1 days	600 psi Min. ASTM C 28
	7 days	900 psi Min. ASTM C 28
	28 days	1,200 psi Min. ASTM C 28
<b>Modulus of Elasticity, psi:</b>		
	28 days	5.41 x 10 <sup>6</sup> Min. ASTM C 469
<b>Temperature Limits:</b> 40° F to 120° F Min.		
<b>Initial Set Time @ 72° F</b> 20-25 minutes Max.		
<b>Rapid Freeze Thaw Resistance:</b> 300 cycles 100% ASTM C 666A		
<b>Length of Change, % Total Length:</b>		
	28 days soak/dry	0.02 Max./-0.045 Max. ASTM C 157

**3.3 Emergency Work** as ordered by WVDOT District Engineer or his designee is work or contract that shall be initiated within forty-eight (48) hours from when the Delivery Order is received by the Vendor, therefore a rushed response with goods or service delivery is needed from the Vendor, see Section 2.14.

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4. **SAFETY: Pandemic-Response Safety Protocols:** In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff or designee shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH location/jobsite. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer.
5. **CONTRACT AWARD:** The contract is intended to provide Agencies with a purchase price on all Contract Items in single Unit/ Pallet/truckload quantities. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.
- 5.1 **DETERMINING LOW BID:** To determine the low bid Vendor, the WVDOH District Engineer or his designee will determine quantities needed by the District, calculate the lowest per Unit Cost, and issue a Delivery Order to that low bid Vendor. WVDOH reserves the right to request any one or combination of items for which bids are awarded at the lowest overall total.
- 5.2 **BID INSTRUCTIONS:** Vendor should place Vendor's name on each ATTACHMENT. This contract contains an ATTACHMENTS A, B, and C: . The ATT A and ATT B must be completed and supplied at the time of bid submission. The ATT C may be submitted with the bid but MUST be submitted prior to award. If Vendor fails to submit any MANDATORY ATTACHMENTS, the Vendor's bid will be SUBJECT TO DISQUALIFICATION either in part or as a whole. The Vendor can request an electronic copy of the spreadsheets ATTACHMENTS for bid purposes by sending an email request to the following address: [John.W.Estep@wv.gov](mailto:John.W.Estep@wv.gov)
- 5.2.1 **ATTACHMENT A (ATT A) Pricing Pages:** In this contract, Vendor's Pricing shall include Material and Delivery, F.O.B to any job site or District location in any WV County within a District. When available, WVDOH supplies an estimated purchase volume which is an approximation only. Estimated quantities are typically not available for new contracts. Vendor shall complete the ATT A/Pricing Pages as indicated, supplying the Unit Cost for each Item, the number of Individual Units, and extend the pricing accordingly for each line item. Vendor is encouraged to supply its pricing in the form of an electronic spreadsheet, in effort to expedite the bid evaluation.

**NOTE:** If the Vendor offers Contract Items in bulk tiers for partial pallets, the Vendor shall include a breakdown of bulk-discount tiers and must include the per-Unit Cost in the last column of the Pricing Page, per Contract Item since low bid is calculated at the time of need and awarded per Unit Cost.

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**Vendor shall NOT add/delete/modify formulas, any Units of Measure/Pay Units, column headers, contract Item descriptions on the ATT A/Pricing Page spreadsheet as making any such changes to the format will result in disqualification of the Vendor's bid or items. If the vendor wishes to propose a different Unit of Measure for any Item, the vendor shall contact the buyer and propose the change prior to the bid closing time.**

**5.2.1.1 Or Equal Proposals:** If the Vendor is proposing an Equal Item, the Vendor shall provide the manufacturer's name/brand and manufacturer's part number/model/product type on the ATT A/Pricing Pages and any other ATTACHMENTS as indicated. Vendor shall submit with its bid, manufacturers technical specifications with physical properties, to support any proposed Equal item not listed in this solicitation. At its own discretion, the WVDOH shall determine equivalency for an Equal Item bid and its buyer may contact the Vendor if additional information is needed. If no supplier/manufacturer name, or manufacturer part number is provided on ATT A, the WVDOH will expect that the Vendor is providing the requested brand products rather than proposing an Equal.

**5.2.2 ATTACHMENT B (ATT B) Information Form:** Prior to award, Vendor shall supply the information for its key personnel and their contact details as indicated on ATT B, for reference by the WVDOH/Districts. Awarded Vendors shall inform the WVDOH in writing of changes in its key personnel/contact information within ten (10) calendar days of such changes.

**5.2.2.1 Vendors Bidding on Heating Equipment with Materials SHALL** supply on the ATT B, the names of any heating equipment bid, and its supporting Contact Personnel details as indicated, per Section 3.2.29 through 3.2.29.10.

**5.2.3 ATTACHMENT C (ATT C) PRODUCT USE GUIDE:** Prior to award, and as indicated on the ATT C, each Vendor shall supply details of the manufacturer's recommended use with proven applications for Contract Items bid, as applicable. The ATT C spreadsheet is not intended for use as part of the bid evaluation but is intended for reference by the Districts after award. Upon completing the use guide, Vendor shall ensure that Contract Item(s) descriptions explain which materials are for which repairs and for example, discern which are for concrete or asphalt repair and as applicable, yield a high-effective bearing area for proper support and load transfer if used on bridge decks or approaches. Vendors bidding for heating equipment with materials, shall also refer to Section 3.2.29 through 3.2.29.10.

**NOTE: Bidding on any one contract Item may not imply the acceptance of the bid on any other contract Item(s).**

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- 5.3 Contract Award Transition:** Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the Agency, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Operations Division to the Districts and Vendors, any Delivery Order issued toward the previously effective/prior Contracts with work/delivery started shall remain in effect and shall not be cancelled until that Delivery Order is filled. Any Delivery Order issued with work/delivery not started shall be cancelled and reissued off the new contract. No Delivery Order from the previously effective Contracts should be held open by the District or the Vendor longer than thirty (30) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

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

**6. ORDERING AND PAYMENT:**

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, e-mail address, locations and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. Vendor should include in its response a brief description of how Agencies may utilize the Vendor's on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

No future use of the contract or purchase of any contract Item is guaranteed throughout the life of this contract. At the time of need, the WVDOH may choose one or more of the Contract Items to complete an individual project as indicated by WVDOH's written Delivery Order, see Section 6.2.

- 6.2 Delivery Order:** WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the Contract Items and amount needed, the delivery location, and the due date for the delivery which shall become the agreed upon delivery date. The Agency should consider a lead time on their Delivery Order that is reasonable for the Vendor to comply with that due date. Such timeframe shall become the agreed upon start and end dates of the use period for heating equipment, as applicable, see Sections 3.2.29 through 3.2.29.10.

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**6.2.1** Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. Any verbal communications to initiate or make modifications to a project from this contract are NOT acceptable as a Delivery Order. Emergencies shall be prominently noted on the Delivery Order.

**6.2.1.1** If, for any reason, the low bid Vendor fails to respond to the Agency's order and or fails to supply/deliver Contract Items per the terms of this contract, the Agency reserves the right to cancel the Delivery Order and proceed accordingly to obtain Contract Items through other means necessary, to alleviate hardship to the Agency, see Sections 7.2 through 7.2.1.

**6.3 Payment:** Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website ([wvsao.gov](http://wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at WVDOT's discretion.

**7. DELIVERY, LATE DELIVERY, AND RETURN:**

**7.1 Delivery Time:** Vendor shall complete standard orders as specified by the WVDOT on the Delivery Order. Vendor shall deliver emergency requests within an agreed upon timeframe established by the WVDOT and the Vendor, refer to "Emergency Work" Section.

**7.1.1** If preferred by the WVDOT as in an emergency/urgent situation, the WVDOT reserves the right to pick-up ordered Contract Items at the Vendor's location within forty-eight (48 hours) after the Delivery Order is received by the Vendor with arrangements made by WVDOT and the Vendor. In such as case, no shipping/delivery charges shall be applied.

**7.2 Refused, Late, or Failed Delivery:** If the Vendor refuses, fails, or anticipates failure for any reason to deliver 100% of the ordered Contract Items according to the Agency's due date/timeframe as specified by the Agency Delivery Order, Vendor shall provide to the ordering Agency a written reason for its failure by no later than seven (7) business days of the date of the Agency Delivery order, and by 4:00pm on the third day. Regardless the reason, any failed delivery of Contract Items may be deemed by the Agency, at its sole discretion, to be harmful to the Agency, resulting in

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the Agency's cancellation of either the entire or incomplete portion of the failed Delivery Order, leading the Agency to order the Items from the next low bid Vendor or a third party, and further, subject to Liquidated Damages per these Specifications and terms of Standard Specs Section 108.7 and the table referenced therein.

Any Agency seeking to obtain Items from the open market under this provision must first obtain approval of the Purchasing Division.

**7.2.1 Liquidated Damages:** If the Vendor's delivery/work completion or corrections of deficient work exceeds the Delivery Order completion due date/timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one after the WVDOH's specified Delivery Order due date, in accordance with this Section, the contract's Terms and Conditions, and the Standard Specs Section 108.7, as amended.

**7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**7.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that Items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable Items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for Items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned Items.

**8. VENDOR DEFAULT:**

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- 8.1** The following shall be considered a vendor default under this contract.
- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 8.1.2** Failure to comply with other specifications and requirements contained herein.
  - 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the contract Services provided under this contract.
  - 8.1.4** Failure to remedy deficient performance upon request.
- 8.2** The following remedies shall be available to Agency upon default.
- 8.2.1** Immediate cancellation of the contract.
  - 8.2.2** Immediate cancellation of one or more Delivery Orders issued under this contract.
  - 8.2.3** Any other remedies available in law or equity.

**9. MISCELLENEOUS:**

- 9.1 No Substitutions:** The Vendor shall supply only Contract Items submitted in response to this Solicitation unless a contract modification is approved in accordance with the provisions contained in this contract.
- 9.2 Vendor Supply:** The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.
- 9.3 Reports:** The Vendor shall provide to the Agency and/or WV Purchasing Division quarterly reports, annual summaries, and/or reports as requested showing, but not limited to, the Contract Items purchased, quantities, shipments, and the total dollar value, with corresponding dates and delivery locations during the term of this contract. Failure to supply such reports may be grounds for cancellation of this contract.
- 9.4 Contract Manager:** During its performance of this contract, the Vendor must designate and maintain a primary Contract Manager responsible for overseeing the Vendor's responsibilities under this contract. The Contract Manager must be available during normal business hours to address any customer service or other

**REQUEST FOR QUOTATION**  
**Crack Sealant and Barrier Material 0821-0625**

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7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Craig Roberts  
Telephone Number: (252) 762-9699  
Fax Number: \_\_\_\_\_  
Email Address: Sunbright200@Verizon.net

107	PAVEMEND SLQ Very Rapid Repair Mortar or Equal, Pallet	PALLET				#DIV/0!
108	PAVEMEND 15.0 Rapid Repair Mortar or Equal, 5 Gal Bucket	BUCKET				#DIV/0!
109	PAVEMEND 15.0 Rapid Repair Mortar or Equal, Pallet	PALLET				#DIV/0!
110	PAVEMEND VR Rapid Repair Mortar or Equal, 5 Gal Bucket	BUCKET				#DIV/0!
111	PAVEMEND VR Rapid Repair Mortar or Equal, Pallet	PALLET				#DIV/0!
112	PAVEMEND SL Rapid Repair Concrete or Equal, 5 Gal Bucket	BUCKET				#DIV/0!
113	PAVEMEND SL Rapid Repair Concrete or Equal, Pallet	PALLET				#DIV/0!
114	PAVEMEND SL Rapid Repair Concrete or Equal, 51.8 lb Bag	BAG				#DIV/0!
115	PAVEMEND SL Rapid Repair Concrete or Equal, Pallet	PALLET				#DIV/0!
116	RHOMAR BLACK-MAX Cathodic Rust Arrestor or Equal, Case of 4, 1 Gal Jugs	CASE				#DIV/0!
117	RHOMAR BRIDGE-CON Concrete & Metal Encapsulant Equal, 12, 1 Qt. Bottles	BOX				#DIV/0!
118	RHOMAR BRIDGE-CON Concrete & Metal Encapsulant Equal 5 Gal Pails	PAIL				#DIV/0!
119	RHOMAR BRIDGE-CON Concrete & Metal Encapsulant Equal- Pallet	PALLET				#DIV/0!
120	RHOMAR Pistol Grip Spray Gun or Equal for use with Bridge-Con or Equal	PIECE				#DIV/0!
121	RHOMAR Extension WAND 24" for Rhomar Pistol Grip Spray Gun or Equal	PIECE				#DIV/0!
122	RHOMAR BRIDGE-MATE Component Encapsulant RH-653-06 or Equal 6 Gal Pail	PAIL				#DIV/0!
123	RHOMAR BRIDGE-MATE RH-653-55 or Equal 55 Gal Drum	DRUM				#DIV/0!
124	RHOMAR BRIDGE-MATE RH-653-08 or Equal Pallet	PALLET				#DIV/0!
125	RHOMAR Public Works Applicator for Bridge-Mate or Equal	PIECE				#DIV/0!
126	RHOMAR BRIDGE-TEC 2000 Concrete Protection Clear or Equal 5 Gal Pails	PAIL				#DIV/0!
127	RHOMAR BRIDGE-TEC 2000 Concrete Protection Clear or Equal Pallet	PALLET				#DIV/0!
128	RHOMAR TAGSTER Graffiti & Tagging Emulsifier or Equal 18oz Spray Bottles	PAIL				#DIV/0!
129	RHOMAR TAGSTER Graffiti & Tagging Emulsifier or Equal 5 Gal Pails	PAIL				#DIV/0!
130	RHOMAR TAGSTER Graffiti and Tagging Emulsifier, Pallet	PALLET				#DIV/0!
131	Chlor-Rid or Equal 1 Gal	JUG				#DIV/0!
132	Chlor-Rid or Equal 5 Gal Pail	PAIL				#DIV/0!
133	Chlor-Rid or Equal 55 Gal Drum	DRUM				#DIV/0!
134	Chlor-Rid or Equal Pallet	GALLON				#DIV/0!
135	Skunkrust SR-17 or Equal 1 Qt spray bottle	QUART	42.95	20.00	259.95	10 cases to a pallet (12-32oz spray bottles per case)
136	Skunkrust SR-17 or Equal 1 Gallon Jug	GALLON	71.95	20.00	236.95	10 cases to a pallet (4 gallons per case)
137	Skunkrust SR-17 or Equal 5 Gallon Pail	BUCKET	279.95	20.00	295.95	10 Buckets to a pallet (5 gallon) pails
138	Skunkrust SR-17 or Equal 55 Gal Drum	DRUM	2,250.00	4.00	2,250.00	4- 55 gallon drums to a pallet
139	D.O.T. Line Rapid Repair Concrete or Equal, 53.5 lb Bag	BAG				#DIV/0!
140	D.O.T. Line Rapid Repair Concrete or Equal, Pallet	PALLET				#DIV/0!

\* The above pricing is for all 10 Districts



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Salmen Insurance Services, Inc. 3256 Grey Hawk Ct  Carlsbad CA 92010		<b>CONTACT NAME:</b> Customer Service Department <b>PHONE (A/C, No, Ext):</b> (866) 872-5636 <b>FAX (A/C, No):</b> (866) 472-5636 <b>E-MAIL ADDRESS:</b> certificates@salmeninsurance.com	
<b>INSURED</b>  Sun Bright Coatings LLC 2005 Bay Breeze Court  Virginia Beach VA 23454		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Preferred Contractors Ins Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 12497	

**COVERAGES****CERTIFICATE NUMBER:** GL 21-22**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PCA5020-PCCM412133	09/20/2021	09/20/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of West Virginia is named as Additional Insured, to the extent provided in the attached form(s).

\*Additional Insured status is subject to all policy terms, exclusions and conditions\*

**CERTIFICATE HOLDER****CANCELLATION**State of West Virginia  
1900 Kanawha Blvd E Bldg 5

Charleston

WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Phillip Salvaggio*

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