



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

# State of West Virginia Purchase Order

Order Date: 10-06-2022

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:	CPO 0432 1105 DCH2200000003 3	Procurement Folder:	981320
Document Name:	Repairs, Stone Cleaning, and Waterproofing - Culture Center	Reason for Modification:	Change Order No. 02 - Contract Increase to add product joint sealant.
Document Description:	Change Order No. 2		
Procurement Type:	Central Purchase Order		
Buyer Name:	Toby L Welch		
Telephone:	(304) 558-8802		
Email:	toby.l.welch@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2022-03-11
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-03-10

VENDOR		DEPARTMENT CONTACT		
Vendor Customer Code:	VS0000005904	Requestor Name:	Douglas W Litton	
Pullman Power LLC		Requestor Phone:	(304) 558-0220	
10150 Old Columbia Rd		Requestor Email:	douglas.w.litton@wv.gov	
Columbia	MD			
US				
Vendor Contact Phone:	410-850-7000	Extension:		
Discount Details:		<b>23</b> FILE LOCATION		
Discount Allowed	Discount Percentage			Discount Days
#1 No	0.0000			0
#2 Not Entered				
#3 Not Entered				
#4 Not Entered				

INVOICE TO	SHIP TO
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0300 US	RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY WV INDEPENDENCE HALL 1528 MARKET ST WHEELING WV 26003-3532 US

10-7-2022 BAY

Total Order Amount: \$450,675.00

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION DATE: <i>M. X. C. 10/07/2022</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John D. ...</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>Beverly Tolson 10-13-22</i> ELECTRONIC SIGNATURE ON FILE
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10/13/2022

**Extended Description:****Change Order**

Change Order No. 02 is issued to add a joint sealant product and to increase the original contract amount according to all terms, conditions, and specifications contained in the original contract including all authorized change orders.

As per attached documentation, the added product must be used for stone to stone connections. The original product does not offer the elasticity which is desirable because of movement caused by thermal expansion and contraction of the stone surface.

Original Contract Price: \$446,675.00  
Change Order No. 02 Increase: \$4,000.00  
Contract New Total: \$450,675.00

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72000000	0.00000		0.000000	395780.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** Exterior Repairs and Stone Cleaning at the Culture Center

**Extended Description:**

Exterior Repairs and Exterior Cleaning of the Culture Center located at 1900 Kanawha Boulevard East in Charleston, WV. The Work includes, but is not limited to, sealant replacements and the cleaning of Limestone, Granite, and Marble surfaces per Specifications, Project Manual and Exhibit A pricing Page attached herein.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	72000000	0.00000		0.000000	54895.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** Waterproofing and sealing Exterior walls Culture Ctr.

**Extended Description:****ADD ALTERNATE #1**

Prepare and Treat Exterior walls of the Culture Center with a waterproof sealant located at 1900 Kanawha Boulevard East in Charleston, WV per specifications, Project Manual and Exhibit A pricing Page attached herein.



West Virginia Department of  
**ARTS, CULTURE  
AND HISTORY**

APPROVED  
Full Smith 4/12/22  
The Culture Center  
1900 Kanawha Blvd., E.  
Charleston, WV 25305-0300

**Randall Reid-Smith, Curator**  
Phone 304.558.0220 • www.wvculture.org  
Fax 304.558.2779 • TDD 304.558.3562  
EEO/AA Employer

## MEMORANDUM

**FROM:** Mark Lynch, Manager for Facility Operations

**TO:** Toby L. Welch, Buyer, Purchasing Division

**DATE:** March 29, 2022

**RE:** CPO 0432 1105 DCH2200000003-Repairs and Stone Cleaning-Change Order #02, Product Add and Contract Sum Add, Approval Recommendation.

During the products submittal/approval process, PULLMAN Power, LLC (Vendor # VS0000005904), after consultation with the Manufacturer on Division 7-07920- Joint Sealant products, submitted a proposal recommending that the Joint Sealant product, *DOWSIL 790* be added to the Contract with the original specified joint sealant *DOWSIL 795*.

The *DOWSIL 790* joint sealant was recommended by the manufacturer for use in Stone Panel to Stone Panel connections due to the fact that it has greater elasticity than the *DOWSIL 795* product; which is desirable for Stone to Stone connections because of the movement caused by thermal expansion and contraction of the stone which is greater than Stone Panel to Metal frame connections.

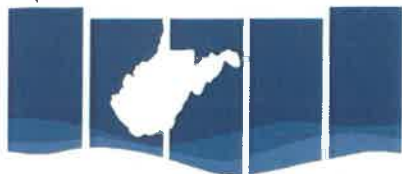
The *DOWSIL 795* product will be retained for Stone Panel to Metal frame connections since *DOWSIL 790* is not recommended for Stone Panel to Metal frame connections. To quote from the *DOWSIL 790 Technical Data Sheet, Page 3 of 4, LIMITATIONS:*

- *"DOWSIL™ 790 Silicone Building Sealant should not be applied: On brass or copper or other similar material that can be corroded."*

The Agency agrees with the Vendor and the Manufacturer that the use of *DOWSIL 790* for Stone to Stone connection will provide a more flexible, durable, finished work product that would greatly contribute to the lifespan of the completed Project and recommends approval of the Change Order

The Agency will need to ADD Four Thousand Dollars (\$4,000.00) to the Project to cover the cost of the product add. These changes are detailed in the attached Change Order form which has been signed by both the Agency and the Vendor.

Please let us know if you have questions or require Further Information.



West Virginia Department of  
**ARTS, CULTURE  
AND HISTORY**

**The Culture Center**  
1900 Kanawha Blvd. E.  
Charleston, WV 25305-0300

**Randall Reid-Smith, Curator**

Phone: 304.558.0220 • www.wvculture.org

Fax 304.558.2779 • TDD 304.558.3562

## CHANGE ORDER

**CONTRACT:** CPO 0432 DCH2200000003

**CHANGE ORDER NUMBER:** 02

**PROJECT NAME:** Repairs, Stone Cleaning & Waterproofing at the Culture Center

**Agency Representative:** Mark Lynch, Manager for Facility Operations

**TO VENDOR:** Pullman Power, LLC, 10150 Old Columbia Rd., Columbia, MD 21046-1274  
**wvOASIS Vendor #:** VS0000005904

### THE CONTRACT IS CHANGED AS FOLLOWS:

Contract CPO 0432 DCH00000003-Page 68, SECTION 07920 - JOINT SEALANTS, PART 2-Products, 2.2 JOINT SEALANTS, B. Elastomeric Sealants:

1. **CHANGE:** ADD the following product to the Contract:
  - b. Product: *DOWSIL 790 Silicone Building Sealant (OR EQUAL)*
    - 1) Color: BRONZE (for Polished Red Granite Panels; Stone to Stone contact)
    - 2) Color: LIMESTONE (for Limestone Panels; Stone to Stone contact)
    - 3) Color WHITE ( for Polished Marble Panels; Stone to Stone contact)
2. **CHANGE:** ADD Four Thousand Dollars (\$4,000.00) to the Contract Sum

The original Contract Sum was

**\$ 446,674.00**

The net change by previously authorized Change Orders

**\$ 0.00**

The Contract Sum prior to this Change Order

**\$ 446,674.00**

The Contract Sum will be changed by this Change Order in the Amount of

**\$ 4,000.00**

The new Contract Sum including this Change Order will be

**\$ 450,674.00**

The Contract Time will remain unchanged.

### SIGNATURES

**WV DEPT OF ARTS, CULTURE, AND HISTORY**

THE AGENCY

Digitally signed by: Mark Lynch  
DN: CN = Mark Lynch email = mark.w.lynn@wv.gov C = US O = WV/DACH OU = Facility Operations  
Date: 2022.03.31 08:48:56 -04'00'

AUTHORIZED SIGNATORY

Mark W. Lynch

*typed name*

March 29, 2022

DATE

**PULLMAN POWER, LLC**

THE VENDOR

AUTHORIZED SIGNATORY

Zack Blume

*typed name*

March 30, 2022

DATE



Pullman Power, LLC  
140 South Campus Dr Building 100  
Imperial Findlay Township, Pennsylvania 15126  
P: 412-505-0955  
F: 412-505-0958

Project: 619999 Exterior Repairs and Stone  
Cleaning at the Culture Center  
1900 Kanawha Blvd E  
Charleston, West Virginia 25305

## Submittal #01200-2.0 - Change Order Proposal 01 01200 - Price & Payment Procedures

Revision	0	Submittal Manager	Zachary M Blume (PULLMAN - Pittsburgh)
Status	Open	Date Created	Mar 24, 2022
Issue Date	Mar 24, 2022	Spec Section	01200 - Price & Payment Procedures
Responsible Contractor	PULLMAN - Pittsburgh	Received From	Zachary M Blume (PULLMAN - Pittsburgh)
Received Date	Mar 24, 2022	Submit By	Mar 24, 2022
Final Due Date	Mar 31, 2022	Lead Time	
		Cost Code	
Location	All Elevations / Locations	Type	Document
Approvers	Mark Lynch (West Virginia Division of Culture & History)		
Ball In Court	Mark Lynch (West Virginia Division of Culture & History)		
Distribution	Cara Suppa (West Virginia Division of Culture & History), Kevin C Osborne (PULLMAN - Pittsburgh), David Raymond Mrazik (PULLMAN - Pittsburgh), Douglas Litton (West Virginia Division of Culture & History), Shane Ervin (PULLMAN - Pittsburgh), Keith Lee Campbell (PULLMAN - Pittsburgh), Sam Calvert (West Virginia Division of Culture & History)		
Description	Please see attached Pullman Change Order Proposal 01 regarding: <ul style="list-style-type: none"><li>• Change Scope: Cost for changing sealant material in locations from Dowsil 795 to Dowsil 790.<ul style="list-style-type: none"><li>o This change order is to cover the additional material cost associated with changing sealant material from Dowsil 795 to Dowsil 790 for sealing of the Limestone, Granite, &amp; Marble Stones.</li></ul></li><li>• Add (LS): \$4,000.00 (if change order is accepted).</li></ul> If approved, please provide required approved Change Order documentation.		

### Submittal Workflow

Name	Sent Date	Due Date	Returned Date	Response	Attachments
General Information					<a href="#">Pullman's Change Order Proposal (COP-01) - Sealant Material.pdf</a>
Attachments					
Mark Lynch	Mar 24, 2022	Mar 31, 2022		Pending	

**Culture Center Exterior Repair & Stone Cleaning**  
**Charleston, WV**

**Pullman Change Order Proposal #01**

Regarding:  
  
Sealant Material Change Cost Difference

**Submitted on March 23, 2022**

March 23, 2022

Mr. Mark Lynch,  
Manager for Facility Operations  
Department of Arts, Culture and History  
The Culture Center  
1900 Kanawha Blvd. E.  
Charleston, WV 25305

RE: **Pullman Proposal 619999**  
Culture Center Exterior Repair & Stone Cleaning – CO 1

Mr. Lynch:

PULLMAN SST, INC. ("PULLMAN" here within) is pleased to present this change order proposal for this important project. The following outlines the scope of services. All working conditions, exclusions and support by others, safety considerations, etc. remains the same as in the original contract.

## 1 SCOPE OF SERVICES

### A. Change Order 1 Sealant Material Change:

- i Change Scope: Cost for changing sealant material in locations from Dowsil 795 to Dowsil 790.
  - o This change order is to cover the additional material cost associated with changing sealant material from Dowsil 795 to Dowsil 790 for sealing of the Limestone, Granite, & Marble Stones.

### ii Add (LS): \$4,000.00

- ❖ Proposal Expiration: This proposal may be withdrawn if not accepted within 30 days.

Pullman originally requested clarification from owner on type of sealant material to be used for this job. Pullman noted that on similar jobs where sealing of natural stone (like limestone / granite) is required, engineers will typically specify using Dowsil 790 to seal natural stone to natural stone connections and Dowsil 795 to seal natural stone to metal / metal flashing (as specified in the sealant technical data sheets that have been included below). If approved, Pullman will utilize Dowsil 790 and 795, as specified above.


Please let us know if there are any questions related to the requirements and services in this proposal. We look forward to working with you on this important project!

Respectfully,

Zack Blume  
PULLMAN POWER, LLC  
140 South Campus Drive  
Imperial, PA 15126  
Cell: 724-681-3006  
Direct: 412-505-0955  
Email: [zblume@pullman-services.com](mailto:zblume@pullman-services.com)

CC – David Mrazik Pullman  
Mark Bott Pullman

Accepted and Agreed to:

By:  Digitally signed by: Mark Lynch  
DN: CN = Mark Lynch email = mark.w.  
lynch@wv.gov C = US O = WVDACH OU =  
Facility Operations  
Date: 2022.03.31 08:48:29 -04'00'

Date: March 31, 2022



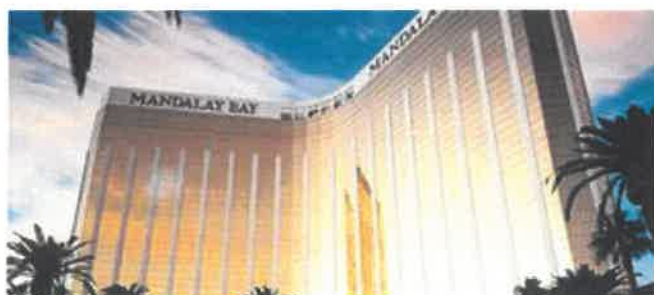
	Coated Glass, Marble, Masonry, Paint, Silicone, Stone, Wood	<b>Substrate</b>	Porous
		<b>Tensile Strength</b>	100 psi
<b>Appearance</b>	Opaque	<b>Volatile Organic Content</b>	23 g/liter
<b>Chemistry</b>	Neutral		
<b>Color</b>	Adobe Tan, Black, Blue Spruce, Bronze, Charcoal Gray, Dusty Rose, Gray, Limestone, Natural Stone, Precast White, Rustic Brick, Sandstone, White		

### Application Benefits

<b>Primerless Adhesion</b>	Primerless	<b>Water Resistant</b>	Yes
<b>Resistance Type</b>	Thermal Resistance, UV Resistance, Water Resistance		

### Processing-Formulating Benefits

<b>Cure System</b>	1-Part Cure	<b>Tack-Free Time-50% RH</b>	60 Minutes
<b>Number of Parts</b>	One		
<b>Room Temperature Cure - Hours</b>	168 to 336 Hours	<b>Where Used</b>	Job Site
		<b>Working Time</b>	10 to 20 Minutes



**Simply the best-performing weatherseal for stone, concrete and masonry construction**

For over 50 years, DOWSIL™ 790 Silicone Building Sealant has been the standard for weathersealing performance in new construction and renovation applications around the world, especially on stone and masonry surfaces. A neutral-cure, one-part sealant that

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## Technical Data Sheet

### DOWSIL™ 790 Silicone Building Sealant

Ultra-low-modulus sealant for new and remedial construction joint sealing applications

#### Features & Benefits

- Excellent performance even in building joints that experience extreme movement.
- Suitable for new and remedial construction.
- Extension/compression capability of +100/-50 percent.
- Excellent weathering properties and resistance to sunlight, rain, snow, and temperature extremes.
- Excellent unprimed adhesion to masonry, concrete substrates.
- Easy application over a wide temperature range.

#### Composition

- Ultra-low-modulus, one-part, neutral-cure silicone sealant.

#### Applications

- DOWSIL™ 790 Silicone Building Sealant offers outstanding unprimed adhesion to masonry and is particularly effective for sealing expansion and control joints, precast concrete panel joints, Exterior Insulation and Finish Systems (EIFS) joints, curtainwall joints, mullion joints, stone pavers, and many other construction joints. When used in accordance with Dow application and testing recommendations, the sealant forms a durable, flexible, watertight bond with many common building materials, including combinations of stone, concrete, masonry, granite, marble, aluminum, painted substrates, and glass.

#### Typical Properties

Specification Writers: These values are not intended for use in preparing specifications.

Test <sup>1</sup>	Property	Unit	Result
<b>As Supplied</b>			
ASTM C 679	Tack-free Time, 50% RH	hours	1
	Curing Time, 50% RH, at 25°C (77°F), 3/8" Depth	days	7–14
	Full Adhesion, Cured Joint	days	14–21
ASTM D 2202	Flow, Sag, or Slump		None
CTM 98	Working Time	minutes	10–20

1. ASTM: American Society for Testing and Materials.  
CTMs (Corporate Test Methods) correspond to standard ASTM tests in most instances. Copies of CTMs are available upon request.

## Typical Properties (Cont.)

Test	Property	Unit	Result
EPA Method 24	VOC Content <sup>2</sup> , Maximum	g/L	23
<b>As Cured – After 7 Days at 25°C (77°F) and 50% RH</b>			
ASTM C 661	Durometer Hardness, Shore A	points	15
ASTM D 412	Tensile Strength, Maximum	psi (kg/mm <sup>2</sup> )	100 (0.070)
ASTM C 794	Peel Strength	lb/in (kg/cm)	25 (4.46)
ASTM C 1135	Tensile		
	At 25% Extension	psi (kg/mm <sup>2</sup> )	15 (0.010)
	At 50% Extension	psi (kg/mm <sup>2</sup> )	20 (1.015)
ASTM C 719	Joint Movement Capabilities		
	Extension/Compression	%	+100/-50
ASTM C 1248	Staining, Various Substrates		None

2. Based on South Coast Air Quality Management District of California. Maximum VOC is listed both inclusive and exclusive of water and exempt compounds.

## Description

Suitable for new construction or remedial applications, DOWSIL™ 790 Silicone Building Sealant provides excellent performance, even in building joints that experience extreme movement. It places a low stress on the sealant/substrate bond line to minimize failures in moving joints.

DOWSIL™ 790 Silicone Building Sealant is available in 11 colors: black, precast white, gray, natural stone, bronze, adobe tan, blue spruce, rustic brick, sandstone, charcoal, and dusty rose. Custom colors are available upon request.

## Approvals/ Specifications

This sealant meets or exceeds the requirements of:

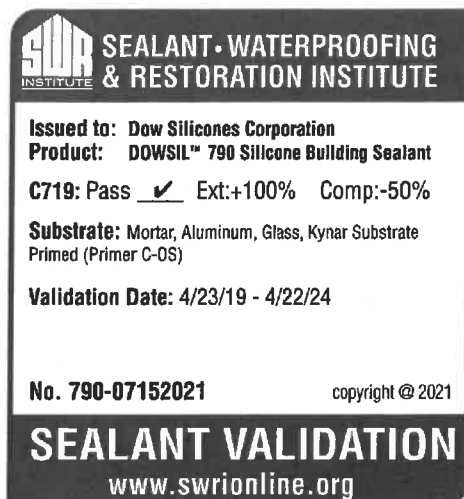
- ASTM Specification C 920, Type S, Grade NS, Class 100/50, Use T, NT, M, G, A, and O
- Many UL wall/floor fire designs, some without a protective cover plate (see [www.ul.com](http://www.ul.com) for current listing)
- Fire Tests of Building Construction and Materials, UL 263 (ASTM E 119)

Data from an independent test lab and Sealant, Waterproofing and Restoration Institute validation are available from Dow and the SWR Institute. A complete product specification sheet for this product is available upon request.

## How to Use

Consult the current version of the Dow Americas Technical Manual, Form No. 62-1112, for detailed information on application methods, joint design, field testing, and warranty requirements when using Dow sealants. Please contact your local sales application engineer for specific advice.

## How to Use (Cont.)



### Handling Precautions

PRODUCT SAFETY INFORMATION REQUIRED FOR SAFE USE IS NOT INCLUDED IN THIS DOCUMENT. BEFORE HANDLING, READ PRODUCT AND SAFETY DATA SHEETS AND CONTAINER LABELS FOR SAFE USE, PHYSICAL AND HEALTH HAZARD INFORMATION. THE SAFETY DATA SHEET IS AVAILABLE ON THE DOW WEBSITE AT DOW.COM, OR FROM YOUR DOW SALES APPLICATION ENGINEER, OR DISTRIBUTOR, OR BY CALLING DOW CUSTOMER SERVICE.

### Usable Life and Storage

When stored at or below 32°C (90°F), DOWSIL™ 790 Silicone Building Sealant has a shelf life of 12 months from date of manufacture. Refer to product packaging for "Use By" date.

### Packaging Information

DOWSIL™ 790 Silicone Building Sealant is packaged in 10.3 fl oz (305 mL) disposable cartridges that fit ordinary caulking guns, 20 fl oz (590 mL) E-Z Pak foil sausages that fit caulking guns, and also in 2.0 and 4.5 gal (7.5 and 17 L) bulk pails. It can be dispensed by many air-operated guns and most types of bulk dispensing equipment.

### Limitations

DOWSIL™ 790 Silicone Building Sealant should not be applied:

- In structural applications.
- Below grade or to materials that outgas, which can cause bubbling in curing sealant.
- On brass or copper or other similar material that can be corroded.
- To surfaces that are continuously immersed in water.
- For use as an interior penetration firestop sealing system.
- To building materials that bleed oils, plasticizers, or solvents – materials such as impregnated wood, oil based caulks, green or partially vulcanized rubber gaskets, or tapes or bituminous below-grade waterproofing and asphalt-impregnated fiberboard.
- In totally confined spaces because the sealant requires atmospheric moisture for cure.
- To surfaces that will be painted after application. The paint film will not stretch with the extension of the sealant and may crack and peel and most likely will not adhere to the sealant.
- To surfaces in direct or indirect contact with food.
- To wet or frost-laden surfaces.
- In applications where solvents or primers are not fully dried prior to sealant application. Uncured sealant is very sensitive to many solvents, primers, and cleaning agents; these may cause the sealant to remain uncured or tacky.

**Limitations (Cont.)**

This product is neither tested nor represented as suitable for medical or pharmaceutical uses.

**Health and Environmental Information**

To support customers in their product safety needs, Dow has an extensive Product Stewardship organization and a team of product safety and regulatory compliance specialists available in each area.

For further information, please see our website, [dow.com](http://dow.com) or consult your local Dow representative.

**Disposal Considerations**

Dispose in accordance with all local, state (provincial) and federal regulations. Empty containers may contain hazardous residues. This material and its container must be disposed in a safe and legal manner.

It is the user's responsibility to verify that treatment and disposal procedures comply with local, state (provincial) and federal regulations. Contact your Dow Technical Representative for more information.

**Product Stewardship**

Dow has a fundamental concern for all who make, distribute, and use its products, and for the environment in which we live. This concern is the basis for our product stewardship philosophy by which we assess the safety, health, and environmental information on our products and then take appropriate steps to protect employee and public health and our environment. The success of our product stewardship program rests with each and every individual involved with Dow products - from the initial concept and research, to manufacture, use, sale, disposal, and recycle of each product.

**Customer Notice**

Dow strongly encourages its customers to review both their manufacturing processes and their applications of Dow products from the standpoint of human health and environmental quality to ensure that Dow products are not used in ways for which they are not intended or tested. Dow personnel are available to answer your questions and to provide reasonable technical support. Dow product literature, including safety data sheets, should be consulted prior to use of Dow products. Current safety data sheets are available from Dow.

[dow.com](http://dow.com)

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## Technical Data Sheet

### DOWSIL™ 795 Silicone Building Sealant

Neutral, one part silicone sealant

#### Features & Benefits

- Suitable for most new construction and remedial sealing applications
- Versatile – high performance structural glazing and weather sealing from a single product
- Available in 15 standard colors; custom colors also available
- Excellent weatherability virtually unaffected by sunlight, rain, snow, ozone and temperature extremes of -40°F (-40°C) to 300°F (149°C)
- Excellent unprimed adhesion to a wide variety of construction materials and building components, including anodized, alodined, most coated and many Kynar painted aluminums
- Ease of application – ready to use as supplied
- Ease of use – all temperature gunnability, easy tooling and low-odor cure byproduct
- Meets global standards (Americas, Asia and Europe)

#### Composition

- One-part, neutral cure, RTV silicone sealant

#### Applications

- Structural and nonstructural glazing
- Structural attachment of many panel systems
- Panel stiffener applications
- Weather sealing of most common construction materials including glass, aluminum, steel, painted metal, EIFS, granite and other stone, concrete, brick and plastics

#### Typical Properties

Specification Writers: These values are not intended for use in preparing specifications.

Test <sup>1</sup>	Property	Unit	Result
	<b>As Supplied</b>		
ASTM C 679	Tack Free Time, 50% RH	hours	3
	Curing Time at 25°C (77°F) and 50% RH	days	7–14
	Full Adhesion	days	14–21
ASTM C 639	Flow, Sag or Slump	inches (mm)	0.1 (2.54)
	Working Time	minutes	20–30
	VOC Content <sup>2</sup>	g/L	30

1. ASTM: American Society for Testing and Materials.

2. Based on South Coast Air Quality Management District of California. Maximum VOC is listed both inclusive and exclusive of water and exempt compounds.

## Typical Properties (Cont.)

Test	Property	Unit	Result
<b>As Cured After 21 Days at 25°C (77°F) and 50% RH</b>			
ASTM D 2240	Durometer Hardness, Shore A	points	35
ASTM C 794	Peel Strength	lb/in (kg/cm)	32 (5.7)
ASTM C 1135	Tension Adhesion Strength		
	At 25% Extension	psi (MPa)	45 (0.310)
	At 50% Extension	psi (MPa)	60 (0.414)
ASTM C 719	Joint Movement Capability	percent	±50
ASTM C 1248	Staining (Granite, Marble, Limestone, Brick and Concrete)		None
<b>As Cured After 21 Days at 25°C (77°F) and 50% RH Followed by 10,000 Hours in a QUV Weatherometer, ASTM G 53</b>			
ASTM C 1135	Tension Adhesion Strength		
	At 25% Extension	psi (MPa)	35 (0.241)
	At 50% Extension	psi (MPa)	50 (0.345)

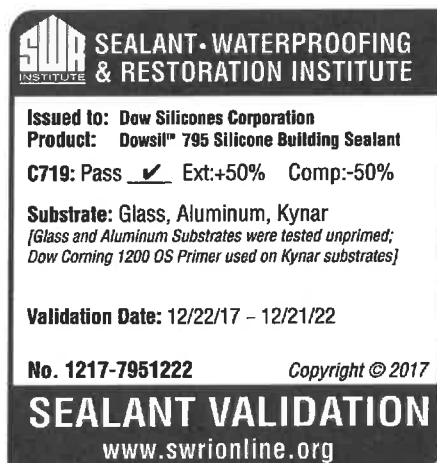
## Description

DOWSIL™ 795 Silicone Building Sealant is a one-part, neutral-cure, architectural-grade sealant that easily extrudes in any weather and cures quickly at room temperature. This cold-applied, non-sagging silicone material cures to a medium modulus silicone rubber upon exposure to atmospheric moisture. The cured sealant is durable and flexible enough to accommodate ± 50 percent movement of original joint dimension when installed in a properly designed weather seal joint. In a properly designed structurally glazed joint, the sealant is strong enough to support glass and other panel materials under high wind load.

## Approvals/ Specifications

DOWSIL™ 795 Silicone Building Sealant meets the requirements of:

- Federal Specification TT-S 001 543A (COM-NBS) Class A for silicone building sealants
- Federal Specification TT-S-00230C (COM-NBS) Class A for one-part building sealants
- ASTM Specification C 920 Type S, Grade NS, Class 50, Use NT, G, A and O
- ASTM Specification C 1184 for structural silicone sealants
- Canadian Specification CAN2-19.13- M82



## Colors

DOWSIL™ 795 Silicone Building Sealant is available in 15 colors: white, limestone, champagne, natural stone, gray, black, bronze, sandstone, adobe tan, dusty rose, rustic brick, blue spruce, anodized aluminum, charcoal, and ivy green. Custom colors may be ordered to match virtually any substrate.

## How to Use

Please consult the *Dow Americas Technical Manual*, Form No. 62-1112, for detailed information on state-of-the-art application methods and joint design.

### Preparation

Clean all joints, removing all foreign matter and contaminants such as grease, oil, dust, water, frost, surface dirt, old sealants or glazing compounds and protective coatings.

### Application Method

Install backing material or joint filler, setting blocks, spacer shims and tapes. Mask areas adjacent to joints to ensure neat sealant lines. Primer is generally not required on non-porous surfaces, but may be necessary for optimal sealing of certain porous surfaces. A test placement is always recommended. Apply DOWSIL™ 795 Silicone Building Sealant in a continuous operation using positive pressure. (The sealant can be applied using many types of air-operated guns and most types of bulk dispensing equipment.) Before a skin forms (typically within 15 minutes), tool the sealant with light pressure to spread the sealant against the backing material and joint surfaces. Remove masking tape as soon as the bead is tooled.

## Handling Precautions

PRODUCT SAFETY INFORMATION REQUIRED FOR SAFE USE IS NOT INCLUDED IN THIS DOCUMENT. BEFORE HANDLING, READ PRODUCT AND SAFETY DATA SHEETS AND CONTAINER LABELS FOR SAFE USE, PHYSICAL AND HEALTH HAZARD INFORMATION. THE SAFETY DATA SHEET IS AVAILABLE ON THE DOW WEBSITE AT DOW.COM, OR FROM YOUR DOW SALES APPLICATION ENGINEER, OR DISTRIBUTOR, OR BY CALLING DOW CUSTOMER SERVICE.

## Usable Life and Storage

When stored at or below 27°C (80°F), DOWSIL™ 795 Silicone Building Sealant has a shelf life of 12 months from the date of manufacture. Refer to product packaging for "Use By Date."

## Packaging Information

DOWSIL™ 795 Silicone Building Sealant is supplied in 10.3 fl oz. (305 mL) disposable plastic cartridges that fit ordinary caulking guns, 20 fl oz. (590 mL) sausages and 2 and 4.5 gal (7.5 and 17 L) bulk containers.

## Limitations

DOWSIL™ 795 Silicone Building Sealant should not be used:

- In structural applications without prior review and approval by your local sales application engineer
- In below grade applications
- When surface temperatures exceed 50°C (122°F) during installation
- On surfaces that are continuously immersed in water
- On building materials that bleed oils, plasticizers or solvents that may affect adhesion
- On frost laden or wet surfaces
- In totally confined joints (the sealant requires atmospheric moisture for cure)
- If the sealant is intended to be painted (paints do not typically adhere to most silicone sealants)
- To surfaces in direct contact with food or other food-grade applications



**Limitations (Cont.)**

This product is neither tested nor represented as suitable for medical or pharmaceutical uses.

**Health and Environmental Information**

To support customers in their product safety needs, Dow has an extensive Product Stewardship organization and a team of product safety and regulatory compliance specialists available in each area.

For further information, please see our website, [dow.com](http://dow.com) or consult your local Dow representative.

**Disposal Considerations**

Dispose in accordance with all local, state (provincial) and federal regulations. Empty containers may contain hazardous residues. This material and its container must be disposed in a safe and legal manner.

It is the user's responsibility to verify that treatment and disposal procedures comply with local, state (provincial) and federal regulations. Contact your Dow Technical Representative for more information.

**Product Stewardship**

Dow has a fundamental concern for all who make, distribute, and use its products, and for the environment in which we live. This concern is the basis for our product stewardship philosophy by which we assess the safety, health, and environmental information on our products and then take appropriate steps to protect employee and public health and our environment. The success of our product stewardship program rests with each and every individual involved with Dow products - from the initial concept and research, to manufacture, use, sale, disposal, and recycle of each product.

**Customer Notice**

Dow strongly encourages its customers to review both their manufacturing processes and their applications of Dow products from the standpoint of human health and environmental quality to ensure that Dow products are not used in ways for which they are not intended or tested. Dow personnel are available to answer your questions and to provide reasonable technical support. Dow product literature, including safety data sheets, should be consulted prior to use of Dow products. Current safety data sheets are available from Dow.

[dow.com](http://dow.com)

**NOTICE:** No freedom from infringement of any patent owned by Dow or others is to be inferred. Because use conditions and applicable laws may differ from one location to another and may change with time, Customer is responsible for determining whether products and the information in this document are appropriate for Customer's use and for ensuring that Customer's workplace and disposal practices are in compliance with applicable laws and other government enactments. The product shown in this literature may not be available for sale and/or available in all geographies where Dow is represented. The claims made may not have been approved for use in all countries. Dow assumes no obligation or liability for the information in this document. References to "Dow" or the "Company" mean the Dow legal entity selling the products to Customer unless otherwise expressly noted. NO WARRANTIES ARE GIVEN; ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.



Cc:

- Randall Reid-Smith, Curator (edoc)
- Sam Calvert, Director of Administration (edoc)
- Cara Suppa, Procurement Officer (edoc)
- Doug Litton, Agency Deputy Project Manager

Attachment

Change Order doc: *CPO 0432 DCH2200000003-Pullman-CO 02-ADD Div 7 JntSeal-No Time-032922*

# INCREASE PENALTY RIDER

BOND AMOUNT \$446,675.00 BOND NO. 9397651

To be attached and form a part of Bond No. 9397651 dated the 1st Day of February, 2022, executed by Fidelity and Deposit Company of Maryland as surety, on behalf of PULLMAN POWER, LLC as current principal of record, and in favor of State of West Virginia, as Obligor for WV Culture Center, and in the amount of Four Hundred Forty Six Thousand Six Hundred Seventy Five Dollars and 00/100 (\$446,675.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Fidelity and Deposit Company of Maryland hereby consents that effective from the 1st Day of February, 2022, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:

FROM: Four Hundred Forty Six Thousand Six Hundred Seventy Five Dollars and 00/100 (\$446,675.00)

TO: Four Hundred Fifty Thousand Six Hundred Seventy Five Dollars and 00/100 (\$450,675.00)

The INCREASE of said bond penalty shall be effective as of the 1st Day of February, 2022, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 9th Day of May, 2022

PULLMAN POWER, LLC  
PRINCIPAL

BY



Fidelity and Deposit Company of Maryland  
SURETY

BY



Catherine Thompson, ATTORNEY-IN-FACT

THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

State of West Virginia  
OBLIGEE

BY

Cara M. Suppa, Procurement Officer, WVDACH  
Cara Suppa TITLE

## ACKNOWLEDGMENTS

### Acknowledgment by Principal if Individual or Partnership

1. STATE OF \_\_\_\_\_
2. County of \_\_\_\_\_ to-wit:
3. I, \_\_\_\_\_, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that \_\_\_\_\_  
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
6. Notary Seal
7. \_\_\_\_\_  
(Notary Public)
8. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### Acknowledgment by Principal if Corporation or Limited Liability Company

9. STATE OF Pennsylvania
10. County of Allegheny to-wit:
11. I, Leann M Kliza, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that MARK A Bitt
13. who as, Assistant Secretary signed the foregoing writing for
14. Pullman Power a corporation/LLC,  
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation/LLC.
15. Given under my hand this 9th day of May, 2022
16. Notary Seal
17. Leann M Kliza  
(Notary Public)
18. My commission expires on the 15th day of May, 2023

Commonwealth of Pennsylvania - Notary Seal  
LEANN M KLIZA - Notary Public  
Allegheny County  
My Commission Expires May 1, 2023  
Commission Number 129041

### Acknowledgment by Surety

19. STATE OF North Carolina
20. County of Rowan to-wit:
21. I, Bryan M. Caneschi, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that Catherine Thompson
23. who as, Attorney-in-Fact signed the foregoing writing for
24. Fidelity and Deposit Company of Maryland a corporation,  
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this 9th day of May, 2022
26. Notary Seal
27. \_\_\_\_\_  
(Notary Public)
28. My commission expires on the 4th day of April, 2027

### Sufficiency in Form and Manner Of Execution Approved

This 13th day of Oct, 2022

Attorney General

By John S. Gray

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John F. THOMAS, Jynell Marie WHITEHEAD, Jennifer B. GULLETT, Catherine THOMPSON, Amy R. WAUGH, Noah William PIERCE and Andrew M. BENNETT**, all of Charlotte, North Carolina, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of August, A.D. 2019.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: \_\_\_\_\_

*Assistant Secretary  
Dawn E. Brown*

*Vice President  
Robert D. Murray*

**State of Maryland  
County of Baltimore**

On this 16th day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 9 day of May, 2022



Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056