



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

**Request for
 Quotation**

RFQ NUMBER:
 6610C008

PAGE:
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 MICHAEL AUSTIN
 304-558-2402

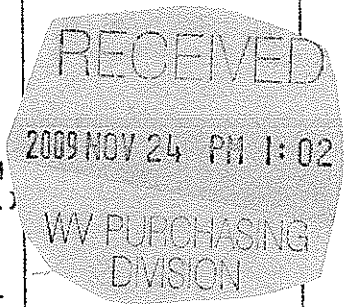
RFQ COPY
 TYPE NAME/ADDRESS HERE
 Tom Brown, Inc.
 224 Georgetown Rd.
 Box 460
 Lawrence Pa, 15055

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/04/2009				

BID OPENING DATE: 11/18/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LB		745-56		
REPAIR AND MAINTENANCE OF SILICONE, ASPHALT, CONCRET OPEN END CONTRACT TO PROVIDE MATERIALS FOR THE USE BY THE WEST VIRGINIA DIVISION OF HIGHWAYS IN THE REPAIR AND MAINTENANCE OF SILICONE, ASPHALT AND CONCRETE. PER THE ATTACHED SPECIFICATIONS. THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 614-554-1528 DATE: 11/24/09

TITLE: Reg. Sales Mgr FEIN: 250916837 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
**MICHAEL AUSTIN
 304-558-2402**

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE

*Tom Brown, Inc
 224 Georgetown Rd.
 Lawrence, Pa 15055*

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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BID OPENING DATE: **11/18/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED</p>						

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SIGNATURE	TELEPHONE	DATE
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VENDOR

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<p>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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>						

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 4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 MICHAEL AUSTIN
 304-558-2402

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE

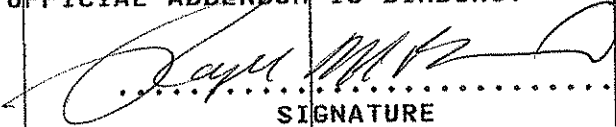
Tom Brown, Inc
224 Georgetown Rd
Box 460
Lawrence Pa 15055

SHIP TO

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.'S: NO. 1 <i>RWS</i> NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. <div style="text-align: center;">  SIGNATURE <i>Tom Brown, Inc</i> COMPANY <i>11/24/09</i> DATE </div> NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						

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RFQ NUMBER:
 6610C008

PAGE:
 5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 MICHAEL AUSTIN
 304-558-2402

ROBERT

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Tom Brown Inc,
 224 Georgetown Rd.
 Box 460
 Lawrence Pa 15055

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11/04/2009				

BID OPENING DATE: 11/18/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOF	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 09/21/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				33		
RFQ. NO.:				6610C008		
BID OPENING DATE:				11/24/09		
BID OPENING TIME:				1:30 pm		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
CONTACT PERSON (PLEASE PRINT CLEARLY):				614-559-6598 ROGER BURRIS		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Tom Brown Inc. Signed: [Signature]
 Date: 11/24/09 Title: Reg. Sales Mgr.

*Check any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. 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/noticeConfidentiality.pdf>.

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

Vendor's Name: Tom Brown, Inc

Authorized Signature: [Signature] Date: 11/24/09



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304-558-2402

RFQ COPY

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VENDOR

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADD: SPECIFICATIONS AND BID SCHEDULE.						
BID OPENING DATE AND TIME CHANGED						
FROM: 11/18/09 @ 1:30 P.M.						
TO: 11/24/09 @ 1:30 P.M.						
NO OTHER CHANGES						
0001	1	LB		745-56		
REPAIR & MAINTENANCE OF SILICONE, ASPHALT & CONCRETE						
***** THIS IS THE END OF RFQ 6610C008 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 614-554-1528	DATE 11/24/09
TITLE Reg. Sales Mgr.	FEIN 250916837	ADDRESS CHANGES TO BE NOTED ABOVE

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4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

1. **SPECIFICATIONS**

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2000, as modified by the current Supplemental Specifications at time of bid opening shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

The terms "Contractor and Vendor" used in the above specifications of this Contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000, and the current Supplemental Specifications at time of bid opening may be obtained from:

West Virginia Division of Highways
State Capitol Complex
Contract Administration Division
1900 Kanawha Blvd., East, Room A-722, Building 5
Charleston, West Virginia 25305

2. **CONCRETE PATCHING & REPAIR**

2.1 **SSI SILSPEC® FLEXPATCH POLYMER PATCHING MORTAR or "Approved Equal"**

The polymer patching mortar shall be a three-component (polymer resin, curing agent, engineered blend of graded aggregates), 100 percent solids, high-strength, non-shrink, water-proof, abrasion resistant, non-conductive, semi-flexible patching material that adheres to concrete and steel, and requires no external application of heat for curing. The polymer patching mortar shall cure sufficiently to accept traffic within four (4) hours at a substrate temperature of 70° F. Minimum substrate temperature shall be 40° F. Shelf life of unopened material shall be one (1) year when stored between 50° F and 90° F. Polymer patching mortar shall meet the following physical requirements:

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 Perm:	1.0 max Coulombs	AASHTO T-277
Resilience:	70 % min	OK/OHD L6
Thermal Compatibility:	Pass	ASTM C 884

2.1.2 **WINTER GRADE SSI SILSPEC® FLEXPATCH POLYMER PATCHING MORTAR or "Approved Equal"**

Winter grade polymer patching mortar shall have the same physical properties as 1.1 above except for substrate temperature. Winter grade polymer patching mortar shall have a substrate temperature range between 10° F and 40° F. The polymer patching mortar shall cure sufficiently to accept traffic within four (4) hours at a substrate temperature of 20° F.

2.2 IMCO TECHNOLOGIES INC., MG-KRETE REGULAR AND FINE or "Approved Equal".

MG-Krete is a two component (Part A and B) high early strength structural repair material. Material can be used for all types of concrete repairs from patching deep holes to shallow feathering, poured in forms, trowel vertically and overhead. Material does not shrink on cure, self-priming and will bond to most construction materials (concrete, wood, steel, asphalt, etc.), cures rapidly with return to service in @ 30 min, is non-toxic and cleans up with water. MG-Krete has the following physical properties:

Water Absorption: waterproof

Compression Strength:

45 Min 2,610 psi

24 hrs 5,148 psi

7 days 5,815 psi

28 days 11,194 psi

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

Initial Set Time @ 68° F 15 min.

2.2.1 IMCO TECHNOLOGIES INC., MG-KRETE WITH FLEX REGULAR or "Approved Equal".

MG-Krete FLEX is similar to item 1.3 above, and can be used in areas where material may be subject to flexure.

2.2.2 IMCO TECHNOLOGIES INC., HIGH TEMPERATURE RETARDER or "Approved Equal".

High Temperature Retarder is a powder additive that may be added to the MG-KRETE to extend working time when temperature rises above 77° F to 113° F.

2.2.3 IMCO TECHNOLOGIES INC., LOW TEMPERATURE ACCELERATOR or "Approved Equal".

Low Temperature Accelerator is a powder additive that may be added to the MG-KRETE to accelerate cure when ambient temperature drops below 50° F. The accelerator may be used to help cure in temperatures as low as 15° F.

2.3 CERATECH INC. PAVEMEND SLQ VERY RAPID REPAIR MORTAR or "Approved Equal".

Pavemend SLQ is a cementitious very rapid setting, self-leveling structural repair mortar. It is a single component powder that is water activated. Material can be used for horizontal and sloped concrete repairs in a wide range of temperature. Pavemend SLQ has the following physical properties:

Compression Strength:

1 hour 3,453 psi

24 hrs 4,090 psi

7 days 5,630 psi

28 days 7,483 psi

Bond Strength

24hrs 2,646 psi

Modulus of Elasticity

28 days 1.70 msi

Temp. Limits: 0° F to 90°

Initial Set Time @ 72° F 4-6 min.

2.3.1 CERATECH INC. PAVEMEND 15.0 RAPID REPAIR MORTAR or "Approved Equal".

Pavemend 15.0 is a cementitious rapid setting, self-leveling structural repair mortar. It is a single component powder that is water activated. Material can be used for horizontal concrete repairs in a wide range of temperature. Pavemend 15.0 has the following physical properties:

Compression Strength:

2 hour	2,700 psi
3 hour	3,870 psi
24 hrs	4,230 psi
7 days	5,570 psi
28 days	6,300 psi

Bond Strength

24hrs	1,100 psi
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Modulus of Elasticity

28 days	3.30 msi
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Temp. Limits: 30° F to 110°

Initial Set Time @ 72° F 7-9 min.

2.3.2 CERATECH INC. PAVEMEND VR REPAIR MORTAR or "Approved Equal".

Pavemend VR is a cementitious rapid setting, one step structural repair mortar with parging mortar consistency. It is a single component powder that is water activated. Material can be used for vertical and overhead concrete repairs in a wide range of temperature. Pavemend VR has 25-30 min of working time plus an additional 10 to 15 minutes to shape and shave the repair to match existing contours. Material can be applied in a single lift from 1/16" to over 4" without bonding agents. Pavemend VR has the following physical properties:

Compression Strength:

3 hour	2,516 psi
24 hrs	3,136 psi
7 days	4,226 psi
28 days	7,606 psi

Bond Strength:

24 hrs	1,590 psi
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Modulus of Elasticity

28 days	3.17 msi
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Temp. Limits: 40° F to 100°

Initial Set Time @ 72° F 15-20 min.

2.3.3 CERATECH INC. PAVEMEND SL RAPID REPAIR CONCRETE or "Approved Equal".

Pavemend SL is a cementitious rapid setting, semi-leveling structural repair concrete. It is a single component powder that is water activated. Material can be used for horizontal concrete repairs in a wide range of temperature. Pavemend SL has the following physical properties:

Compression Strength:

1.5 hour	2,668 psi
2 hour	3,141 psi

24 hrs 6,392 psi
 7 days 8,269 psi
 28 days 9,392 psi
Bond Strength
 28 days 4,380 psi
Modulus of Elasticity
 28 days 4.02 msi
Temp. Limits: 40° F to 120°
Initial Set Time @ 72° F 15-20 min.

2.3.4 CERATECH INC. D.O.T. LINE RAPID REPAIR CONCRETE or "Approved Equal"

D.O.T.Line is a cementitious rapid setting, semi-leveling structural repair concrete. It is a single component powder, aggregate extended, that is water activated. Material can be used for horizontal concrete repairs in a wide range of temperature. D.O.T.Line has the following physical properties:

Compression Strength:
 2 hour 2,820 psi
 24 hrs 6,115 psi
 7 days 9,345 psi
 28 days 10,510 psi
Bond Strength
 7 days 2,745 psi
Modulus of Elasticity
 28 days 5.20 msi
Temp. Limits: 30° F to 120°
Initial Set Time @ 72° F 20-30 min.

2.3.5 CERATECH INC. MAINLINE RAPID REPAIR CONCRETE or "Approved Equal"

Mainline is a cementitious rapid setting, semi-leveling structural repair concrete. It is a single component powder, aggregate extended, that is water activated. Material can be used for horizontal concrete repairs in a wide range of temperature. Mainline has the following physical properties:

Compression Strength:
 4 hour 3,010 psi
 24 hrs 4,905 psi
 7 days 7,415 psi
 28 days 9,370 psi
Bond Strength
 7 days 3,056 psi
Modulus of Elasticity
 28 days 4.70 msi
Temp. Limits: 30° F to 120°
Initial Set Time @ 72° F 30-35 min.

3. CONCRETE SEALING AND WATERPROOFING

3.1 SSI DECKSEAL POLYMER DECK SEALANT or "Approved Equal"

DECKSEAL is a two component polymer based sealing material designed for crack and surface sealing. Mix ratio is 1 part A to 1 part B. Typical coverage of 90 to 150 sq. ft./gal depending on porosity and surface profile of substrate.

DECKSEAL contains U42 Fluorescent Tracer Dye, which illuminates under black light. This provides evidence of penetration. DECKSEAL has the following physical properties:

Chloride Ion Penetration:	0 % @ 90 Days Ponding	AASHTO T-259
Bond Strength:	2,220 PSI 14 Days	ASTM C 882
Brookfield Viscosity:	<50 cps	ASTM C 881
Water Absorption:	0.74 %max 24 hrs.	ASTM C 570
Tensile Strength:	3,000	ASTM D 638
Elongation @ Break:	4 % min	ASTM D 638
V.O.C.:	<250g/L	
Shelf Life:	1 Year Unopened	

3.2 SSI RE-DECK SKID-RESISTANT OVERLAY or "Approved Equal"

SSI RE-DECK is a solvent-free, moisture insensitive, 100% solids, low modulus, two component urethane-epoxy bonding agent. Mix ratio is 1:1. When broadcast with select aggregate forms a skid-resistant overlay. Typical coverage of 40 sq. ft./gal first course with 10 lbs/sq. yd. aggregate and 20 sq. ft./gal second course with 14 lbs/sq. yd. aggregate. RE-DECK has the following physical properties:

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 C 884
Brookfield Viscosity:	1,500 cps RV3 @ 20 rpm	ASTM C 881

3.3 KANSAS BLEND FLINT FOR RE-DECK OVERLAY or "Approved Equal"

Flint aggregate for use with SSI RE-DECK shall be clean dry flint, free of dust or contaminants that would interfere with the bonding to the SSI RE-DECK material. Flint material shall be angular in shape and have the following gradation:

Sieve	% Passing
#4	100
#8	30-40
#16	0-5
#30	0-1

3.4 IMCO TECHNOLOGIES INC., D-TECH 470 SEALER or "Approved Equal"

D-TECH is a ready to use, clear, water-based penetrating sealer for application to the surface of concrete, above or below grade. D-TECH penetrates deeply into the capillary pores of the concrete and crystallizes, becoming part of the concrete itself. Sealer can be brushed, rolled or sprayed on concrete for sealing, hardening, dust proofing, waterproofing and weatherproofing. D-TECH has the following characteristics:

- Increases concrete density and hardness
- Prevents chemical corrosion and physical abrasion of treated surface

- Effective in reducing freeze-thaw spalling
- Treatment is permanent and does not require subsequent re-application
- Effective negative side waterproofing of hydrostatic head over 115 ft.
- Reduces or eliminates efflorescence and leaching in concrete
- Effective barrier of water-vapor emission (without loss of breathability)
- Solvent-free, odor-free. Non-toxic, and non-flammable
- Improves bonding of cementitious toppings
- Ultra-violet stability
- Does not change the appearance of the concrete
- Can be applied to green concrete and old concrete
- Two light coats 300-400 sq. ft./gal depending on porosity and surface profile of substrate

3.5 IMCO TECHNOLOGIES INC., D-TECH 470C SEALER or "Approved Equal".

D-TECH 470C is a concentrated version of D-TECH 470 that is mixed with water at a 4:1 ratio. The concentrate has the same properties as the D-TECH 470 above.

3.6 AQUAFIN INC., AQUAFIN-IC ADMIX or "Approved Equal".

AQUAFIN-IC ADMIX is a liquid water-proofing additive for concrete, consisting of a water based suspension of inorganic water-proofing agents. AQUAFIN-IC ADMIX can be added during the batching process or in a ready-mix truck at the job site. During concrete hardening AQUAFIN-IC ADMIX forms millions of fine crystalline fibers inside the capillary pores blocking the flow of water thus making the concrete permanently water-tight and increasing compressive strength by 25%. AQUAFIN-IC ADMIX has the following characteristics:

- Liquid for easier homogenous mixing and no clumping
- Resists extreme head pressure 460 ft or 200 psi
- Seals hairline cracks up to 1/64"
- Integral part of the concrete
- Allows concrete to breathe
- Max. water/cement ratio 0.55 before adding AQUAFIN-IC ADMIX
- Negligible effect on water reducers, plasticizers, slump, air entrainment
- 0 VOC & Non toxic
- Non-chloride, non-corrosive to steel
- Working temperature >40° F
- PH 10-12

3.7 ACHEM-CRETE, INC., PAVIX CCC100 or "Approved Equal".

PAVIX CCC100 is a ready to use, clear, water-based penetrating sealer for application to the surface of concrete, above or below grade. PAVIX CCC100 provides three effective mechanisms for concrete protection by formation of two types of crystals and water repellency. In the presence of moisture, one type of crystal swells, therefore, blocking the pores completely. The second type of crystal absorbs the extra moisture on the surface of the first crystal preventing surface moisture on that crystal from diffusion to the concrete. PAVIX CCC100 has the following characteristics:

- Specific Gravity 1.1
- Seals Cracks Up to 1/16 inch
- Viscosity 2.4 centipoises

◦ Freeze Point	28°F
◦ Environmental	No Hazards
◦ Color	Clear
◦ Toxicity	None
◦ Fumes	None
◦ Flammability	None
◦ Shelf Life	1 Year unopened

4. ASPHALT REPAIR & PATCHING

- 4.1 PERMA-PATCH INC., PERMA-PATCH ASPHALT REPAIR or "Approved Equal".
Perma-Patch has a unique formulation of special polymers, pressure sensitive plastics and blend of angular limestone designed to achieve optimum performance all year long in any weather condition with one product. It permanently repairs any holes in asphalt or concrete, in all types of weather even wet, freezing or extreme heat conditions. Formulation is premixed and ready to use, no primer required. Perma-Patch has the following physical properties:

Asphalt Content:	5.2%	ASTM D2172-92
Shelf Life:	2 Year min.	
Coverage:	10 lbs/sf. @ 1" lift, 1.4 tons/cy	
Temperature:	-15° F to 100° F	
Cure:	Dynamic Pressure	
Aggregate:	¼ inch max. angular limestone	
VOC:	0.1% volume by weight	

5. JOINT SEALANT

- 5.1 DOW CORNING® 888 SILICONE JOINT SEALANT or "Approved Equal".
DOW CORNING® 888 silicone joint sealant is a one-part, cold applied silicone that cures to a durable flexible, low-modulus silicone rubber joint sealant for new and remedial joint sealing applications in Portland cement concrete. DOW CORNING® 888 has the following physical properties:

Color:	Gray
Specific Gravity:	1.450-1.515
Skin-Over Time:	10 min. @ 77° F
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 & 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%

5.2 DOW CORNING® 890-SL SILICONE JOINT SEALANT or "Approved Equal".

DOW CORNING® 890-SL Self-Leveling Silicone Joint Sealant is a one-part, cold applied, self-leveling silicone material that cures to an ultra-low-modulus silicone rubber upon exposure to atmospheric moisture. Sealant can be used for new and remedial joint sealing applications in Portland cement concrete and asphalt. DOW CORNING® 890-SL has the following physical properties:

Color:	Dark Gray
Flow, Sag, Slump:	Self-Leveling
Percent Solids:	96% min
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 & 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	
+100/-50%, 10 Cycles:	No Failure
Adhesion to Concrete	
Minimum Elongation:	+600%
Adhesion to Asphalt	
Minimum Elongation:	+600%

6. CONTRACT REQUIREMENTS

The purpose of this contract is to establish unit prices for Items 1 thru 24, which are to be used as the basis for requisition of materials for the repair and maintenance of silicone, asphalt, and concrete. All components bid as equal, must prove they are equal, through supporting research and analysis of composition to the satisfaction of the West Virginia Department of Transportation, Division of Highways. At the discretion of the West Virginia Department of Transportation, Division of Highways, items bid as equal may be required to undergo a performance evaluation, under field conditions, to assure performance before being accepted as equal.

Bid price for Items 1 thru 24 shall be "F.O.B." Division of Highways storage sites as indicated on the Approved State Contract Purchase Order (SCO). Refer to bid schedule for a listing of the Division of Highways storage sites.

Vendor may bid any or all items on the bid schedule. However, the amount bid on any one item may be conditioned on the acceptance of the bid on any other item.

Any qualification of bids or modification of the specification or conditions governing the bid may be cause to reject bids.

Any vendor bidding on items in this contract shall supply technical support and on site instructional training in the proper use and application of their products. The vendor shall also provide on site evaluation of all products bid in the event of product failure or performance problems to ascertain the cause and recommend remedial action. The vendor shall provide this support to all Districts and Maintenance Division when requested, in a timely manner (within three working days) from time of request.

7. **CONTRACT AWARD**

Contract shall be awarded on any individual item basis.

In the event a Vendor fails to conform to the requirements of this contract document or the governing specifications the contract may be canceled and re-awarded to the next lowest bidder.

8. **DELIVERY**

Upon receipt of a State Contract Order (SCO) the requested item(s) shall be delivered or available for Division of Highways pick-up within fifteen (15) calendar days.

9. **VENDOR'S INVOICE**

Vendor's invoice must be submitted in original and one (1) copy and contain the following:

- a. Division of Highways' State Contract Order (SCO) Number and this contract number.
- b. Total quantity and unit price with the extended total cost of each item purchased.

Under no circumstances will the West Virginia Division of Highways accept, or pay for quantities in excess of the quantities stated on the State Contract Order.

10. BID SCHEDULEDivision of Highways Storage Sites
Districts 1-10 & Maintenance Div.

ITEM/UNIT PRICE

- | | | |
|---|------------------------------------|---|
| 1. SSI Flexpatch
Polymer Patching
or "Approved Equal" | <u>199.95</u> per Unit | <u>5623.30</u> per 30 Unit Lot |
| 2. SSI Winter Grade
<u>Flexpatch</u> Polymer Patching
or "Approved Equal" | <u>206.65</u> per Unit | <u>5849.50</u> per 30 Unit Lot |
| 3. SSI Deckseal
Polymer Deck Sealant
or "Approved Equal" | <u>174.25</u> per 2 gal | <u>680.50</u> per 10 gal |
| 4. SSI RE-DECK Skid
Resistant Overlay
or "Approved Equal" | <u>134.75</u> per 2 gal | <u>415.95</u> per 12 Lot-10 gal ea |
| 5. IMCO® MG-KRETE™
Regular & Fine
or "Approved Equal" | <u>73.50</u> per Kit | <u>1884.50</u> per 36 Kit Lot |
| 6. IMCO® MG-KRETE™
Part B Liquid | <u>32.95</u> per gal | |
| 7. IMCO® MG-KRETE™
Flex Regular or
"Approved Equal" | <u>77.89</u> per Kit | <u>2028.25</u> per 36 Kit Lot |
| 8. IMCO® High Temp. Retarder
Regular or
"Approved Equal" | <u>41.00</u> per gal | <u>148.75</u> per 5 gal |
| 9. IMCO® Low Temp.
Accelerator Regular
or "Approved Equal" | <u>41.00</u> per gal | <u>148.75</u> per 5 gal |
| 10. IMCO® D-Tech 470
Sealer
or "Approved Equal" | <u>91.15</u> per 5 gal | <u>68.19</u> each 5 gal. pail
818.25 per 12 Lot-5 gal ea |
| 11. IMCO® D-Tech 470C
Sealer or "Approved Equal" | | <u>233.95</u> each 5 gal Pail
2806.99 per 12 Lot-5 gal ea |
| 12. Perma-Patch
or "Approved Equal" | <u>688.95</u> per 50-60 lb bag Lot | <u>9189.95</u> per Truck (16 Lots) |

- Unit equals 1 cubic foot
- Kit equals 50lb (45lb Fine) pail Part A, 1 gal Part

10. **BID SCHEDULE (Continued)**
 Division of Highways Storage Sites
 Districts 1-10 & Maintenance Div.

ITEM/UNIT PRICE

13. CERATECH Pavemend SLQ Very Rapid Repair Mortar or "Approved Equal"	<u>N/A</u> per 5 gal	<u>N/A</u> per 36 Lot-5 gal ea
14. CERATECH Pavemend 15.0 Rapid Repair Mortar or "Approved Equal"	<u>N/A</u> per 5 gal	<u>N/A</u> per 36 Lot-5 gal ea
15. CERATECH Pavemend VR Repair Mortar or "Approved Equal"	<u>N/A</u> per 5 gal	<u>N/A</u> per 36 Lot-5 gal ea
16. CERATECH Pavemend SL Repair Concrete or "Approved Equal"	<u>N/A</u> per 5 gal	<u>N/A</u> per 36 Lot-5 gal ea
17. CERATECH Pavemend SL Repair Concrete or "Approved Equal"	<u>N/A</u> per 51.8 lb bag	<u>N/A</u> per 54 bag Lot
18. CERATECH D.O.T.Line Repair Concrete or "Approved Equal"	<u>N/A</u> per 53.5 lb bag	<u>N/A</u> per 54 bag Lot
19. CERATECH Mainline Repair Concrete or "Approved Equal"	<u>N/A</u> per 53.5 lb bag	<u>N/A</u> per 54 bag Lot
20. AQUAFIN, INC. Aquafin-IC Admix or "Approved Equal"	<u>223.70</u> per 6 gal	<u>178.95</u> per 12 Lot-6 gal ea
21. Kansas Blend FLINT for SSI RE-DECK or "Approved Equal"	<u>26.95</u> per 80 lb bag	<u>445.95</u> per 36 bag Lot
22. DOW CORNING® 888 Silicone Joint Sealant or "Approved Equal"	<u>123.95</u> per box (6-29 fl oz disposable cartridges)	
23. DOW CORNING® 890 Silicone Joint Sealant or "Approved Equal"	<u>132.95</u> per box (6-29 fl oz disposable cartridges)	
24. CHEM-CRETE PAVIX CCC100 or "Approved Equal"	<u>290.40</u> per 5 gal	<u>276.62</u> per 36 Lot-5 gal ea

Division of Highways Storage Sites

District One
1334 Smith Street
Charleston, WV 25301

District Two
P.O. Box 880
Huntington, WV 25712

District Three
624 Depot Street
Parkersburg, WV 26101

District Four
P. O. Box 4220
Clarksburg, WV 26302-4220

District Five
P.O. Box 99 (US Route 50)
Burlington, WV 26710

District Six
1 DOF Drive
Moundsville, WV 26041

District Seven
P.O. Box 1228
Weston, WV 26452

District Eight
US Route 219 North
P.O. Box 1516
Elkins, WV 26241

District Nine
103 1/2 Church Street
Lewisburg, WV 24901

District Ten
270 Hardwood Lane
Princeton, WV 24740

Maintenance Division
I-79 Exit 57
Coon Knob, WV 26601