



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

Solicitation

NUMBER
6613C038

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

*805095356 724-335-6000
SWANK CONSTRUCTION CO LLC
632 HUNT VALLEY CIR

NEW KENSINGTON PA 15068

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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DATE PRINTED
08/08/2013

BID OPENING DATE:

08/21/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 01						
ISSUED TO CORRECT QUESTION/ANSWER DATE FOUND ON PAGE 3. THE QUESTION SUBMISSION DEADLINE HAS CHANGED FROM: 07/16/2013 TO: 08/16/2013. ALSO, THE BID OPENING DATE AND TIME HAVE CHANGED FROM: 07/24/2013 TO 08/21/2013 AT 1:30 P.M. (FOUND ON PAGE 4)						
0001	1	LB		745-49		
BRIDGE EXPANSION JOINTS						
***** THIS IS THE END OF RFQ 6613C038 ***** TOTAL:						Open END.
08/21/13 10:13:13 AM West Virginia Purchasing Division						

SIGNATURE	George Fischer	TELEPHONE (724) 335-6000	DATE 8-20-13
TITLE President Milling Div	FEIN 27-4011754	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: 6613C038

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ | Modify bid opening date and time
- ☒ | Modify specifications of product or service being sought
- ☐ | Attachment of vendor questions and responses
- ☐ | Attachment of pre-bid sign-in sheet
- ☒ | Correction of error
- ☐ | Other

Description of Modification to Solicitation:

Issued to correct question/answer date found on page 3.
The question submission deadline has changed from:
07/16/2013 to: 08/16/2013. Also, the bid opening date
and time have changed from: 07/24/2013 to 08/21/2013
at 1:30 P.M. (found on page 4)

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6613C038

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Swank Construction Company, LLC

Company



George T. Fischer Authorized Signature

August 20, 2013

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
 Revised 6/8/2012

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening.

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 07/16/2013

Submit Questions to:

Alan Cummings

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Alan.W.Cummings@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: Swank Construction Company, LLC

SOLICITATION NO.: 6613C038

BID OPENING DATE: 8/21/13

BID OPENING TIME: 1:30 PM

FAX NUMBER: 724-335-3834

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical

☒ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

07/24/2013 - 1:30 P.M.

Bid Opening Location:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

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

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

 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

 - 2.8 **"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

 and extends for a period of year(s).

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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- ☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- ☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
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. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
 - ☐ **BID BOND:** All Vendors shall furnish a 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 . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **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 issued and 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.

☐ **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.

☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

☒ **Commercial General Liability Insurance:**
 or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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 above.

- ☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

<input checked="" type="checkbox"/>	Contractors liscense
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

n/a	for	n/a

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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. 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.

17. PAYMENT: 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, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **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.
24. **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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **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.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. 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>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.requisitions@wv.gov.
- 51. 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.

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

52. 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 hearth, 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:

- a. 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
- b. 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.

53. 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.

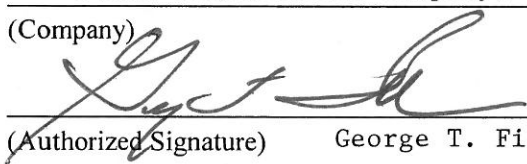
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Swank Construction Company, LLC

(Company)



(Authorized Signature)

George T. Fischer

George T. Fischer -- President of Milling Div.

(Representative Name, Title)

(724) 335-6000

(724) 335-3834

(Phone Number)

(Fax Number)

8/20/13

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM**SOLICITATION NO.:** 6613C038

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Swank Construction Company, LLC

Company



George T. Fischer Authorized Signature

8/20/13

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

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 cleaning, preparation and repair of Bridge Expansion Joint installations for use at locations throughout the State of WV by the WV Division of Highways.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section III, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as **Exhibit A and Exhibit B** used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as 6613C038.
 - 2.4 **“WVDOH”** used throughout this RFQ means the West Virginia Division of Highways.
 - 2.5 **“SSPC”** used throughout this RFQ means Steel Structures Painting Council. Reference: www.sspc.org.
 - 2.6 **“OSHA”** used throughout this RFQ means Occupational Safety and Health Administration. Reference: www.osha.gov.
 - 2.7 **“RCRA”** used throughout this RFQ means Resource Conservation and Recovery Act. Reference: www.epw.senate.gov/rcra.pdf.
 - 2.7.1 **RCRA 8 Regulated Metals:** shall be arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver.
 - 2.8 **“ASTM”** used throughout this RFQ means American Society for Testing and Materials. Reference: www.astm.org.
 - 2.9 **“M.P.”** used throughout this RFQ means WVDOH, Materials Control, Soils and Testing Division, Materials Page. Reference: www.transportation.wv.gov/highways/mcst/Pages/default.aspx
 - 2.10 **“Contractor” or “Vendor”** used throughout this RFQ and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by the January 1,

REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

2011 Supplemental Specifications, the January 1, 2012 Supplemental Specifications and the January 1, 2013 Supplemental Specifications are interchangeable.

- 2.11 “Standard Specs”** used throughout this RFQ means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications, the January 1, 2012 Supplemental Specifications and the January 1, 2013 Supplemental Specifications.

3. GENERAL REQUIREMENTS:

- 3.1 Specifications:** The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications, the January 1, 2012 Supplemental Specifications and the January 1, 2013 Supplemental, shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 103.6, 104.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.7, 107.12, 107.14, 107.15, 107.16, 107.19, 107.20, 107.21, 107.23, 108.3, 108.5, 108.7, 108.8, 109.1 and 109.2.

A copy of these Standard Specifications and Supplements may be obtained from:

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, WV 25305
Phone – 304-558-2885

<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

- 3.2 Paint Testing Prior to Cleaning, Preparation and Repair:** On structures where paint will be removed in the joint area and/or paint chips are present on the abutment seats and/or pier caps below a joint to be repaired, the WVDOH District shall obtain a sample of the paint and have it tested for copper, magnesium, manganese and the RCRA 8 Metals. Results of the test, whether hazardous or non-hazardous, shall be listed on the Agency Release to be issued to the Vendor at the time of needed cleaning, preparation and repair of a joint. If no paint is to be removed during joint repair and there are no paint chips on the abutment seats and/or pier caps below a joint to be repaired, the Agency Release issued to the Vendor at the time of needed cleaning, preparation and repair of the joint, shall state that the material is non-hazardous.

REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

3.3 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.3.1 Mobilization: Mobilization shall consist of the performance of preparatory operations, including the movement of personnel and equipment to the project site and for the establishment of any facilities necessary to begin work. Contract Item 1.

3.3.2 Maintaining Traffic: Traffic shall be maintained in accordance with Section 636 of the Standard Specs and shall include Traffic Control Devices, Flagger, Electric Arrow, Temporary Traffic Signal, Warning Lights and Traffic Director as requested on the Agency Release. Contract Items 2 through 7

3.3.3 Dry-Clean: This shall consist of cleaning by dry methods, such as may include the use of brooms, brushes, shovels, wheelbarrows, buckets, vacuums or other suitable means, all loose dirt and debris, as directed by the WVDOH Engineer, from the abutment seats, pier caps, diaphragms, flanges, bridge deck, parapets and expansion joints. Dirt and debris shall be disposed of as specified in Section 3.3.6 of these specifications, except the pre-construction dirt and debris from the bridge deck, parapets and expansion joints collected shall be redistributed by the Contractor along the roadway shoulder as directed by the WVDOH Engineer. Contract Item 8.

3.3.4 Expansion Joint Systems and Products: The systems and products listed in this section are for use in Ordinary Joint and Extraordinary Joint Repairs as described and identified in Type A, B, C, D and E Joints, see Appendix A. At the time of need for a Joint Repair project, the WVDOH will issue an Agency Release to the Vendor requesting one or more of the Systems below.

3.3.4.1 XJS Expansion Joint Repair System: The Contract Items listed in Section 3.3.4.1 of these specifications are components making up the XJS Expansion Joint Repair Product System. If the Vendor is proposing an "or equal to" "System", the Vendor shall provide all specifications, physical properties and documents of the proposed "System" with their bid documents. The "or equal to" "System" shall include properties of all components listed in Section 3.3.4.1 of these specifications. The WVDOH shall evaluate the proposed "System" to determine equivalency.

3.3.4.1.1 Carboguard 635 Primer (or Equal): Crossed linked epoxy polymeric amine primer for priming of plain carbon steel and weathering steel. The material shall have the following physical properties:

Color: Gray

REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

Gloss:	Satin
VOC:	2.47 lbs/gal mixed
Coverage:	260 sq ft/gal @ 4 mils.
Volume Solids:	65%±2% mixed
Flash Point:	66°F Part and A 80°F part B
Packaging:	1-Gal Kit
Drying Time:	@ 75°F; 50% relative humidity: Recoat 45 hours minimum
Surface Temperature	and relative humidity for application: Temperature: 5°F above dew point

3.3.4.1.2 Dow Corning® 1200 OS Primer (or Equal):
Priming the nosing and concrete substrates. Shelf life of unopened material shall be 1 ½ years when stored at or below 77°F. The material shall have the following physical properties:

Color:	Clear
Flash Point:	80.6°F
Dry Time:	90 minutes cold conditions 15 minutes warm conditions

3.3.4.1.3 SSI Silspec® 900 Polymer Nosing (or Equal):
The polymer material shall be a three-component (polymer resin, curing agent and engineered blend of graded aggregates), rapid curing liquid polymer that cures to a dense, semi-flexible, weather, abrasion and impact resistant polymer mortar. The polymer material shall cure sufficiently to accept traffic in 4 hours at a substrate temperature of 70°F. Shelf life of unopened material shall be 2 years when stored between 50°F and 90°F. The material shall have the following physical properties:

Mixed Polymer WITHOUT Aggregate:

Mixing Ratio:	1:1 by Volume	
Color:	Black	
Tensile Strength:	900 PSI min.	ASTM D 638*
Elongation at Break:	45% min.	ASTM D 638*
Shore D Hardness:	45-75 (at 77°F)	ASTM D 2240
Gel Time:	20-60 minutes	AASHTO M 200

*Molded Specimens, 0.25 in Thickness

Mixed Polymer WITH Aggregate:

Compressive Strength:	2500 PSI min	ASTM C 579 Method B @ 24 hr
Bond Shear Strength:	700 PSI min	ASTM C 882
Abrasion Resistance:	1.0 max	ASTM C 501,

REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

Resilience:	70% min	Taber H22 OKLA Test Procedure OHD L6
Thermal Compatibility:	PASS	ASTM C 884
Aggregate:	Supplied by the vendor shall be well graded, clean and dry.	

3.3.4.1.4 Dow Corning® 902 Silicone Sealant (or Equal):

The silicone sealant shall be a cold-applied, self-leveling, ultra-low-modulus, two-part, rapid curing, 100 percent, silicone rubber sealant. The silicone sealant shall cure sufficiently to accept traffic within one hour. Shelf life of unopened material shall be one year when stored between 32°F and 90°F. Sealant shall meet the following physical properties:

As supplied:	Parts A & B	
Flow:	Self-Leveling	ASTM C 639 Type I
Extrusion Rate:	200-550 grams/min	MIL-S-8802
Specific Gravity:	1.25 to 1.34	ASTM D 792 Method A
As Cured:	At 77°F and 50% Relative Humidity	
Mixing Ratio:	1:1 by Volume	
Color:	Gray	
Skin-Over Time:	20 min max	MIL-S-8802
Tack-Free Time:	90 min max	
Elongation:	600% min	ASTM D 3583, Sec 14 Mod
Modulus @ 100%:	3 to 12 PSI	ASTM D 3583, Sec 14 Mod

3.3.4.2 Physite® 380: The Contract Items brand/style manufactured by D. S. Brown a Gibraltar Industries Company listed in Section 3.3.4.2 of these specifications are components making up an Expansion Joint Repair Product System. If the Vendor is proposing an "or equal to" "System", the Vendor shall provide all specifications, physical properties and documents of the proposed "System" with their bid documents. The "or equal to" "System" shall include properties of all components listed in Section 3.3.4.2 of these specifications. The WVDOT shall evaluate the proposed "System" to determine equivalency.

3.3.4.2.1 Physite® 380 (or Equal) joint material is a low-density, closed-cell, cross-linked ethylene vinyl acetate polyethylene copolymer whose cell generation, using nitrogen, is achieved by physical, rather than chemical means. Joint material shall be

REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

resilient, preformed, grooved on the sides full length, impermeable and flexible containing hindered amine light stabilizers that provide UV protection. The material shall have the following physical properties:

Tensile Strength	135 psi	ASTM D3575
Density	4.0 (lb./cf)	ASTM D545
Water Absorption	<0.02 (lb./ft ²)	ASTM D3575 (Suffix L)
Compression Set	22 Hr. @ 50%	ASTM D1056
2 Hr. Recovery	13	
24 Hr. Recovery	9	
Elongation at Break	240% (skin/skin)	ASTM D3575
Tear Strength	20 psi	ASTM D624
Compression/Deflection (original width)	9 psi 19 psi	@ 20% width @ 50% width

3.3.4.2.2 Eva-Pox® Bonder No. 1 (or Equal) is a 100% solids, two-component moisture-insensitive, modified epoxy-adhesive specifically designed for adhering to preformed closed-cell joint seals to a variety of substrates. The material shall have the following physical properties after cure:

Tensile Strength	3500 psi	ASTM D638
Shore D Hardness	80 ±5	ASTM D2240
Water Absorption	.25%	ASTM D570
Compression Strength	7000 psi	ASTM D695
Bond Strength	430 psi min	ASTM D4541
Lap Shear	2000 psi min	ASTM D1002
Elongation at Break	3-5%	ASTM D638
Mixing Ratio By Vol.	3:1	

3.3.4.3 Metazeal®: The Contract Items brand/style manufactured by D. S. Brown a Gibraltar Industries Company listed in Section 3.3.4.3 of these specifications are components making up an Expansion Joint Repair Product System. If the Vendor is proposing an "or equal to" "System", the Vendor shall provide all specifications, physical properties and documents of the proposed "System" with their bid documents. The "or equal to" "System" shall include properties of all components listed in Section 3.3.4.3 of these specifications. The WVDOT shall evaluate the proposed "System" to determine equivalency.

3.3.4.3.1 Metazeal® (or Equal) is a gray colored high temperature, low-density, closed-cell expansion joint seal. Joint material shall be resilient, preformed, grooved on the sides full

REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

length, impermeable and flexible. The material shall have the following physical properties:

Tensile Strength	101 psi	ASTM D3575 (Suffix T)
Density	2.12 (lb./ft ³)	ASTM D545 (Suffix W)
Water Absorption	.03 (lb./ft ²)	ASTM D3575 (Suffix L)
Compression Set	@ 25%	ASTM D3575
1/2 Hr. Recovery	9%	(Suffix B)
24 Hr. Recovery	3.6%	
Elongation	152-245%	ASTM D3575 (Suffix T)
Tear Resistance	16 lbs/in 2 min.	ASTM D624
Shore Hardness	55	ISO 868 1985 00 Scale
Extrusion	.25" max	ASTM D545
Operating Temperature	212 deg F. max	

3.3.4.3.2 Eva-Pox® Bonder No. 1 (or Equal) is a 100% solids, two-component moisture-insensitive, modified epoxy-adhesive specifically designed for adhering to preformed closed-cell joint seals to a variety of substrates. The material shall have the following physical properties after cure:

Tensile Strength	3500 psi	ASTM D638
Shore D Hardness	80 ±5	ASTM D2240
Water Absorption	.25%	ASTM D570
Compression Strength	7000 psi	ASTM D695
Bond Strength	430 psi min	ASTM D4541
Lap Shear	2000 psi min	ASTM D1002
Elongation at Break	3-5%	ASTM D638
Mixing Ratio By Vol.	3:1	

3.3.4.4 Soft Type Backer Rod: Contract Item is brand/style manufactured by Nomaco, Incorporated and Industrial Thermo Polymers. If the Vendor is proposing an "or equal to" brand/style, the Vendor shall provide all specifications, physical properties and documents of the proposed rod with their bid documents. The WVD0H shall evaluate the proposed rod to determine equivalency.

3.3.4.4.1 Backer Rod (or Equal) shall be non-exuding, chemically inert extruded polyolefin foam with a non-absorbing outer skin and a resilient interior network of open and closed cells,

REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

which does not out-gas when ruptured. The material shall have the following physical properties:

Water Absorption:	0.5% (by volume % max)	ASTM D 5249
Density:	6 lb/ft ³ max	ASTM D 1622
Outgassing:	<1 (Number of bubbles)	ASTM C 1253
Comp. Recovery:	90% min	ASTM D 5249
25% Compression		
Deflection Force:	15 PSI max	ASTM D 5249
Tensile Strength:	20 PSI min	ASTM D 1623
Temp. Limits:	-45°F to 160°F	

3.3.5 Joint Preparation and Repair: Ordinary Joint and Extraordinary Joint Preparation and Repair described in Type A, B, C, D and E Joints and identified as “Typical A thru J” drawings and details, see Appendix A. At the time of need for a Joint Repair project, the WVDOT will issue an Agency Release to the Vendor requesting one or more of the joint preparation and repair methods below.

3.3.5.1 Ordinary Joint Preparation

3.3.5.1.1 Type A Joint (Sliding Plate): Remove cover portion of sliding plate joint assembly (see Typical A). Ordinary joint repair preparation will be measured by the linear foot parallel to the center line of the joint. Each side of the joint shall be measured and paid individually. Contract Item 9.

3.3.5.1.2 Type B Joint (Preformed Elastomeric): Completely remove existing elastomeric seal material (see Typical C). Ordinary joint repair preparation will be measured by the linear foot parallel to the center line of the joint. Each side of the joint shall be measured and paid individually. Contract Item 10.

3.3.5.1.3 Type C Joint (Strip Seal): Completely remove existing strip seal material (see Typical E). Ordinary joint repair preparation will be measured by the linear foot parallel to the center line of the joint. Each side of the joint shall be measured and paid individually. Contract Item 11.

3.3.5.1.4 Type D Joint (Saw & Seal Construction Joint): Saw, re-saw and/or clean 1” deep by 1/4” wide groove (see Typical G). Ordinary joint preparation will be measured by the linear foot. Contract Item 12.

3.3.5.1.5 Type E Joint (Silicone): Completely remove

REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

existing joint seal material (see Typical J). Ordinary joint preparation will be measured by the linear foot parallel to the center line of the joint. Contract Item 13.

3.3.5.2 Extraordinary Joint Preparation

3.3.5.2.1 Type A Joint (Sliding Plate): Remove cover portion of sliding plate joint assembly (see Typical B). Extraordinary joint repair preparation will be measured by the linear foot parallel to the center line of the joint. Each side of the joint shall be measured and paid individually.

3.3.5.2.1.1 Preparation Less than or Equal to 0.25 Cubic Feet: Remove damaged joint assembly and/or deteriorated concrete from bridge deck and/or backwall. Contract Item 14.

3.3.5.2.1.2 Preparation Greater than 0.25 Cubic Feet: Remove damaged joint assembly and/or deteriorated concrete from bridge deck and/or backwall. Contract Item 15.

3.3.5.2.2 Type B Joint (Preformed Elastomeric): Completely remove existing elastomeric seal material (see Typical D). Extraordinary joint repair preparation will be measured by the linear foot parallel to the center line of the joint. Each side of the joint shall be measured and paid individually.

3.3.5.2.2.1 Preparation Less than or Equal to 0.25 Cubic Feet: Remove damaged joint assembly and/or deteriorated concrete from bridge deck and/or backwall. Contract Item 16.

3.3.5.2.2.2 Preparation Greater than 0.25 Cubic Feet: Remove damaged joint assembly and/or deteriorated concrete from bridge deck and/or backwall. Contract Item 17

3.3.5.2.3 Type C Joint (Strip Seal): Completely remove existing strip seal material (see Typical F). Extraordinary joint repair preparation will be measured by the linear foot parallel to the center line of the joint. Each side of the joint shall be measured and paid individually.

REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

3.3.5.2.3.1 Preparation Less than or Equal to 0.25

Cubic Feet: Remove damaged joint assembly and/or deteriorated concrete from bridge deck and/or backwall. Contract Item 18.

3.3.5.2.3.2 Preparation Greater than 0.25 Cubic

Feet: Remove damaged joint assembly and/or deteriorated concrete from bridge deck and/or backwall. Contract Item 19.

3.3.5.2.4 Type D Joint (Saw & Seal Construction Joint):

Saw, re-saw and/or clean 1" deep by 1/4" wide groove (see Typical H). Extraordinary joint preparation will be measured by the linear foot.

3.3.5.2.4.1 Preparation Less than or Equal to 0.25

Cubic Feet: Remove damaged and/or deteriorated concrete from bridge deck and/or approach slab. Contract Item 20.

3.3.5.2.4.2 Preparation Greater than 0.25 Cubic

Feet: Remove damaged and/or deteriorated concrete from bridge deck and/or approach slab. Contract Item 21.

3.3.5.3 Structural Concrete Repair (Class B or Class K): Structural Concrete Repair of Bridge Deck and/or backwall (see Typical B, D or F). Prepare contact surfaces and exposed reinforced steel by cleaning and sand blasting. Repair and/or replace reinforcing steel as directed by the WVDOT Engineer. Form, place and cure Structural concrete in accordance with Section 601 of the Standard Specs. Concrete shall be furnished by the WVDOT. Structural concrete Repair will be measured in cubic yards, completed in place, as determined by actual field dimensions taken prior to placement of the concrete. No deduction will be made for the 1 1/2" deep x 3 1/2" wide notch for the polymer nosing material. Contract Item 22.

3.3.5.4 SSI Silspec® 900 Polymer Nosing (or Equal) (Refer to Section

3.3.4.1.3): Install Polymer Nosing System (see Typical A, B, D, F, or H). Prepare all contact faces by sand blasting and priming. Supply, form, place and cure approved Polymer Nosing System in accordance with manufacturer's recommendations. Installation of polymer nosing system will be measured by the pre-packaged whole unit. A whole unit equals 1728 cubic inches (one cubic foot). Contract Item 23.

REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

3.3.5.5 Dow Corning® 902 Silicone Sealant (or Equal) (Refer to Section 3.3.4.1.4): Install silicone sealant (see Typical A, B, C, D, E, F, G, H or J): Prepare all contact faces by sand blasting and priming. Install backing material. Place and cure approved two component silicone seal in accordance with manufacturer's recommendations. Installation of poured in place two component silicone joint sealant material will be measured by the linear foot along the centerline of the joint. Included in the linear foot cost of the silicone joint seal material shall be Carboguard 635 Primer (or Equal), Dow Corning® 1200 OS Primer (or Equal) and Soft Type Backer Rod by Nomaco (or Equal).

3.3.5.5.1 Dow Corning® 902 Silicone Sealant (or Equal) Installed (1 inch or Less): Joint width up to and including 1 inch. Contract Item 24.

3.3.5.5.2 Dow Corning® 902 Silicone Sealant (or Equal) Installed (1-2 inches): Greater than 1" not more than 2" wide. Contract Item 25.

3.3.5.5.3 Dow Corning® 902 Silicone Sealant (or Equal) Installed (2-3 inches): Greater than 2" not more than 3" wide. Contract Item 26.

3.3.5.5.4 Dow Corning® 902 Silicone Sealant (or Equal) Installed (3-4 inches): Greater than 3" not more than 4" wide. Contract Item 27.

3.3.5.6 Physite® 380 (or Equal) (Refer to Section 3.3.4.2.1): Install joint material (see Typical A, B, C, D, E, F, or J): Prepare all contact faces by sand blasting and priming. Apply adhesive and place joint material in accordance with manufacturer's recommendations. Installation of joint material will be measured by the linear foot along the centerline of the joint. Included in the linear foot cost of the Physite® 380 (or Equal) joint material shall be Eva-Pox® Bonder No. 1 (or Equal) (Refer to Section 3.3.4.2.2).

3.3.5.6.1 Physite® 380 (or Equal) (1 inch or Less): Joint width up to and including 1 inch. Contract Item 28.

3.3.5.5.2 Physite® 380 (or Equal) Installed (1-2 inches): Greater than 1" not more than 2" wide. Contract Item 29.

3.3.5.5.3 Physite® 380 (or Equal) Installed (2-3 inches): Greater than 2" not more than 3" wide.

REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

Contract Item 30.

3.3.5.5.4 Physite® 380 (or Equal) Installed (3-4 inches): Greater than 3" not more than 4" wide.
Contract Item 31.

3.3.5.7 Metazeal® (or Equal) (Refer to Section 3.3.4.3.1): Install joint material (see Typical A, B, C, D, E, F, or J): Prepare all contact faces by sand blasting and priming. Apply adhesive and place joint material in accordance with manufacturer's recommendations. Installation of joint material will be measured by the linear foot along the centerline of the joint. Included in the linear foot cost of the Metazeal® (or Equal) joint material shall be Eva-Pox® Bonder No. 1 (or Equal) (Refer to Section 3.3.4.3.2).

3.3.5.7.1 Metazeal® (or Equal) (1 inch or Less):
Joint width up to and including 1 inch. Contract Item 32.

3.3.5.7.2 Metazeal® (or Equal) Installed (1-2 inches): Greater than 1" not more than 2" wide.
Contract Item 33.

3.3.5.7.3 Metazeal® (or Equal) Installed (2-3 inches): Greater than 2" not more than 3" wide.
Contract Item 34.

3.3.5.7.4 Metazeal® (or Equal) Installed (3-4 inches): Greater than 3" not more than 4" wide.
Contract Item 35.

3.3.5.8 WVD OH Supplied Joint Material: Joint material supplied by WVD OH for installation by the Contractor in lieu of the materials specified in Section 3.3.4 above for use in Typical A, B, C, D, E, F, G, H or J. Prepare all contact faces and install in accordance with manufacturer's recommendations. Installation of joint sealant material will be measured by the linear foot along the centerline of the joint. Contract Item 36.

3.3.6 Worker Protection: Worker protection items such as change areas, protective clothing, respirators etc. shall meet the requirements of OSHA 29 CFR 1926.62. The pay quantity for worker protection items shall be lump sum. Contract Item 37.

3.3.7 Project Clean-Up: After installation of joint seal(s) and before the project is accepted as complete, all abutment seats, pier caps, concrete slope protection, etc., shall be cleaned, as directed by the WVD OH Engineer, by dry methods as described in Section 3.3.3 of these specifications, of all fugitive material and debris

REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

associated with performance of the contract. Project clean up shall be measured by the total square feet of surface area cleaned. All fugitive material and debris must be removed and properly disposed of by the Vendor. The project site must be left in a neat and clean condition, meeting with the WVDOH Engineer's approval.

Contract Item 38. Disposal shall be as follows:

3.3.7.1 Disposal Non-Hazardous: If the Agency Release states that the waste material is non-hazardous, the waste material from the cleaning operations shall be collected, properly containerized, labeled and disposed of as non-hazardous waste by the Contractor. Non-hazardous waste material shall be disposed of in accordance with local, state and federal regulations. A copy of the land-fill disposal receipt shall be given to the WVDOH Engineer. The pay quantity for the disposal of non-hazardous waste materials, including partial drums, shall be per drum. Contract Item 39.

3.3.7.2 Disposal Hazardous: Waste material from cleaning operations not identified on the Agency Release as non-hazardous shall be collected, properly containerized, labeled and disposed of as hazardous waste by the Contractor. A copy of the land-fill disposal receipt shall be given to the WVDOH Engineer. The pay quantity for the disposal of hazardous waste materials, including partial drums, shall be per drum. Contract Item 40.

3.4 Environmental Protection:

3.4.1 The Contractor shall provide a containment/disposal control plan for each Agency Release, in accordance with M.P. 688.03.20. The specific pollution control system which is proposed for the complete capture, containment, collection and disposal of the waste material generated by the cleaning operations shall be included in the plan.

3.4.2 The Contractor shall abide by Section 688.4.2.3 and 688.5 of the Standard Specs, except as follows:

3.4.2.1 Containment for all sand blasting operations shall be Class 4A, in accordance with the current revision of SSPC Guide 6 (except no overhead encapsulation is required above deck level). Containment for all other operations not requiring sand blasting shall consist of ground covers and/or free-hanging tarpaulins. During all operations, the Contractor shall protect the environment (water, soil and vegetation), private property, pedestrian, vehicular and other traffic on, underneath and adjacent to the structure from fugitive material. Containment shall be in accordance with the current revision of SSPC Guide 6 at the time of bid opening. Contract Item 41.

REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

3.4.3 During cleaning operations, the Contractor shall protect the ends of the girders, stringers, diaphragms, etc. about the expansion joint and if any damage is found by the WVDOT Engineer to these bridge elements as a result of the cleaning operations, the Contractor shall repair the damaged bridge elements to the satisfaction of the WVDOT Engineer, at the Contractor's expense. During this process, if any coating is removed and the Agency Release has stated that the material is non-hazardous, then the Contractor shall test the waste material for copper, magnesium, manganese and the RCRA 8 Metals. If the test for hazardous metals is positive, then the Contractor shall dispose of the waste material as hazardous waste. The cost for testing and additional cost for hazardous waste disposal shall be at the Contractor's expense.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by providing the Unit Cost for each item requested. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. At the time of need, the WVDOT may choose one or more of the Contract Items to complete an individual project.

The Vendor's quoted unit price for each Contract Item shall include all labor, equipment and materials included in each Contract Item.

The Vendor that proposes pricing for the Bridge Expansion Joint Repair Systems (XJS, Phyzite® 380 & Metazeal®) shall provide their pricing on Exhibit A, Pricing Page, Contract Items 23 through 35. The Vendor providing pricing for an "or equal to" "System" shall provide their pricing on Exhibit B, Pricing Page, Contract Items 23 through 35.

The Vendor that proposes pricing for Contract Items 1 through 22 and 36 through 41 shall provide their pricing on Pricing Page, Exhibit A.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the

REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address:

alan.w.cummings@wv.gov.

- 5. DETERMINING LOW BID PER PROJECT:** Cleaning, preparation and repair of a joint on a bridge or pair of bridges (opposite structures on multi-lane highways) may be designated as an individual project. To determine the low bid Vendor per individual project, the WVDOH District Engineer will calculate the lowest overall total cost of the Contract Items required for individual projects from Items 1 through 41 on Exhibit A, Pricing Page, and/or "or equal to" "System" Contract Items on Exhibit B, Pricing Page, Items 23 through 35.

6. ORDERING AND PAYMENT:

- 6.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 6.2 Payment:** 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, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. DELIVER AND RETURN:

- 7.1 Delivery Time:** Vendor shall begin standard orders within fifteen (15) days after the Agency Release is received by the Vendor. Vendor shall deliver emergency orders within an agreed upon timeframe established by the WVDOH and the Vendor after the Agency Release is received by the Vendor. All work shall be completed within time frame specified in the Agency Release, except as approved by the WVDOH Engineer.

The work shall be scheduled by the WVDOH and Vendor in an efficient manner in order to reduce traffic delays and prevent unnecessary traffic control expenses.

REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

- 7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss:** 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.
- 7.4 Rejection of Unacceptable Contract Items:** The decision of the WVDOH Engineer in regards to materials, workmanship, quality etc., shall be final per the Standard Specs section 105.1.
- 7.5 Return Due to Agency Error:** Items ordered by the Contractor that must be returned due to error by the Agency will be returned by the Contractor for credit within 30 days of receipt. The Agency will reimburse the Contractor for actual restocking fees and shipping charges incurred. The Contractor must submit original invoices for shipping and fees for reimbursement.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ 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 Insurance:** Prior to the issuance of any Agency Release, the Contractor shall furnish evidence of insurance meeting the requirements of Section 103.6 of the Standard Specs.
- 8.4 Prevailing Wage:** The Contractor or subcontractor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the WV Division of Labor under West Virginia Code 21-5A-1.

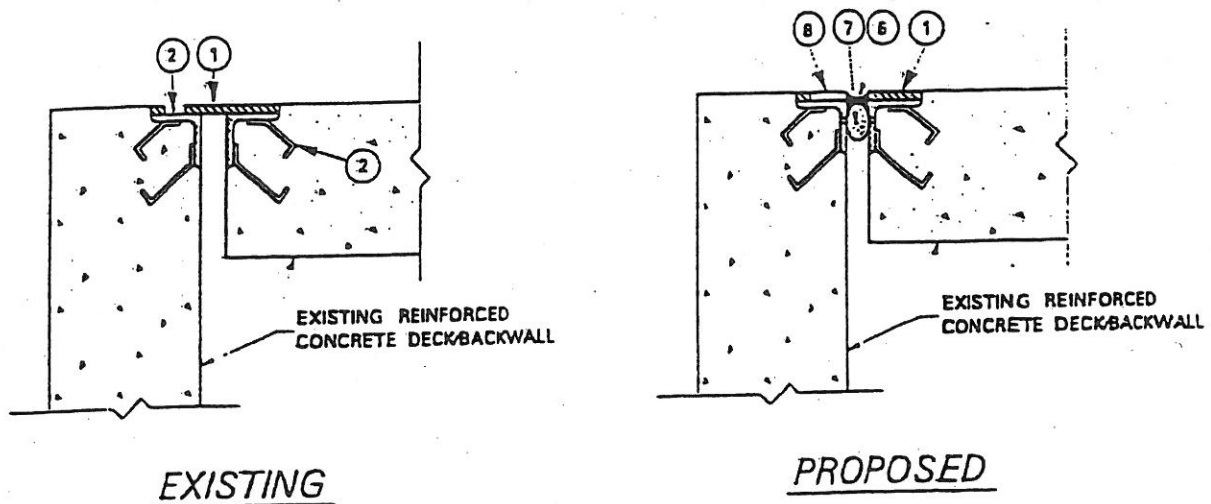
REQUEST FOR QUOTATION
6613C038 Bridge Expansion Joint Preparation & Repair

- 8.5 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.
- 8.6 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.

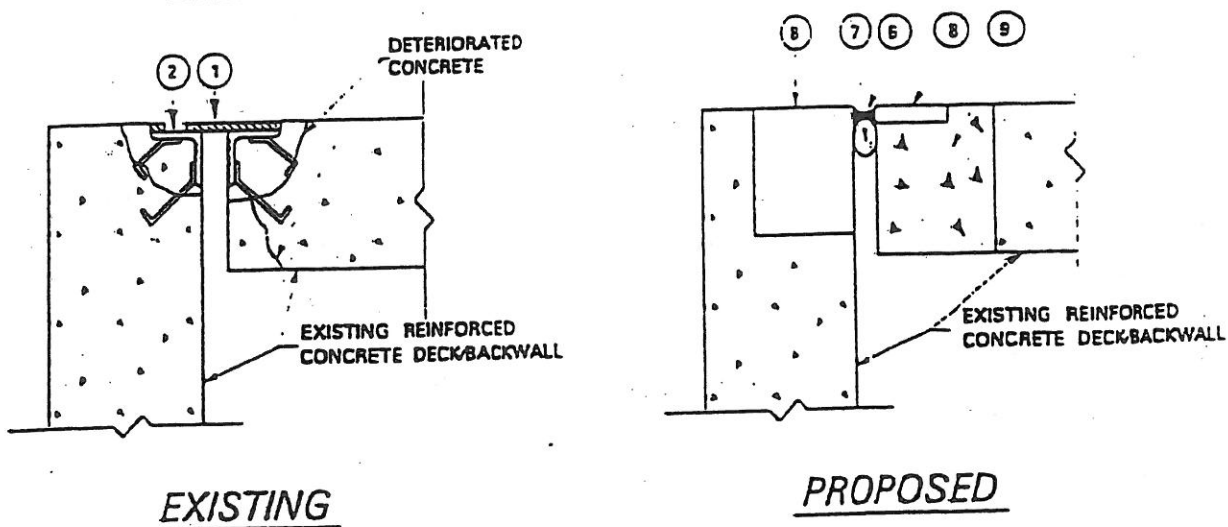
Contract Manager: Mike Golembiewski
Telephone Number: 724-335-6000
Fax Number: 724-335-3834
Email Address: chippy@swankco.com

TYPE A JOINT **SLIDING PLATE**

ORDINARY PREPARATION (TYPICAL A)



EXTRA-ORDINARY PREPARATION (TYPICAL B)

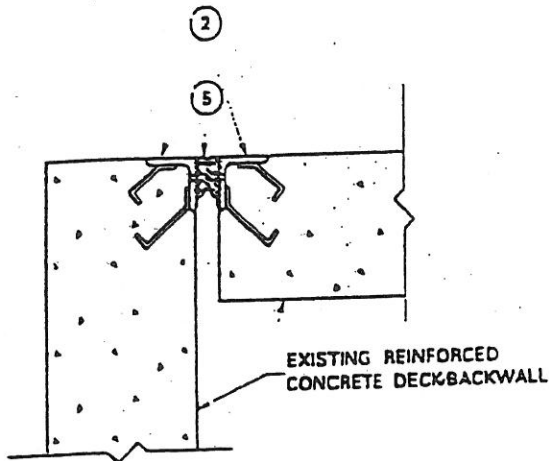


LEGEND

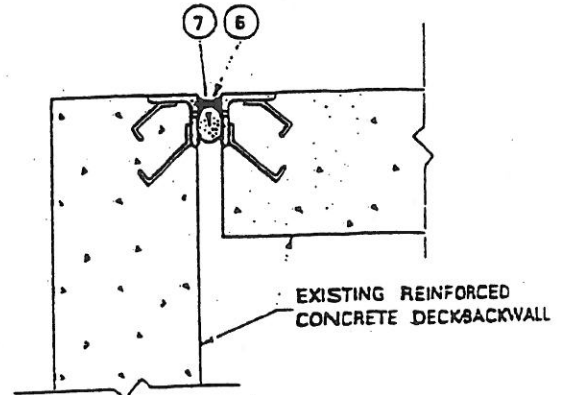
- | | | |
|---------------------------|--------------------------------|---------------------------|
| (1) EXIST. COVER PLATE | (4) CONSTRUCTION JOINT | (7) BACKING MATERIAL |
| (2) EXIST. JOINT ASSEMBLY | (5) PREFORMED ELASTOMERIC SEAL | (8) POLYMER NOSING SYSTEM |
| (3) STRIP SEAL | (6) SILICONE SEAL | (9) NEW CONCRETE |

TYPE B JOINT
PREFORMED ELASTOMERIC

ORDINARY PREPARATION (TYPICAL C)

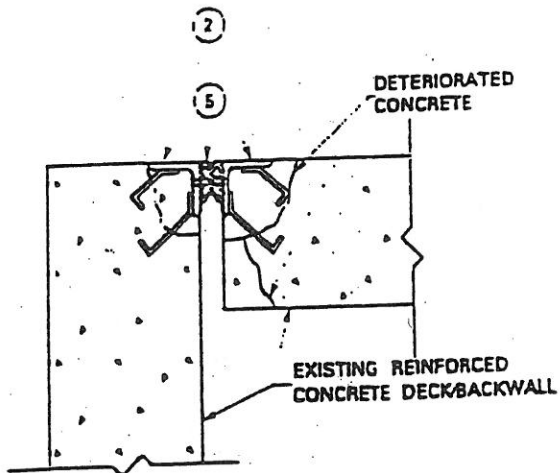


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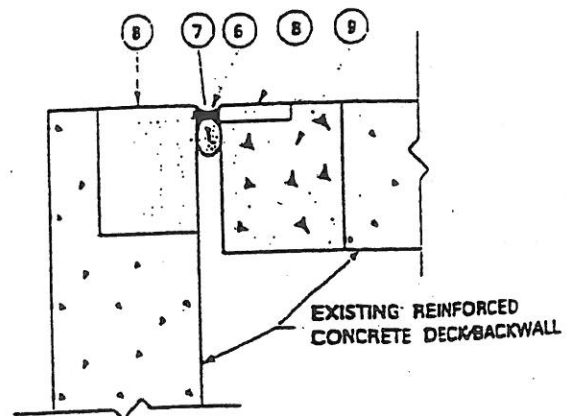


PROPOSED

EXTRA-ORDINARY PREPARATION (TYPICAL D)



EXISTING



PROPOSED

LEGEND

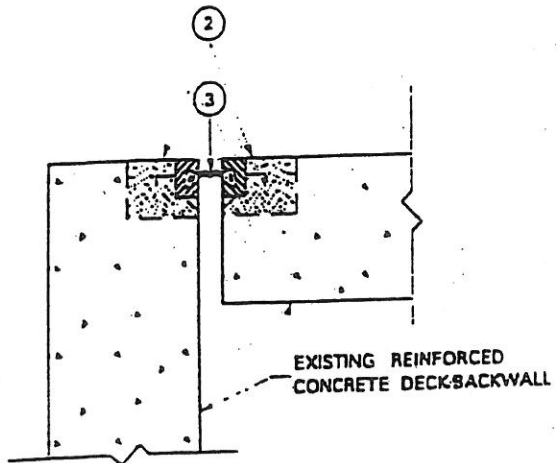
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- (2) EXIST. JOINT ASSEMBLY
- (3) STRIP SEAL

- (4) CONSTRUCTION JOINT
- (5) PREFORMED ELASTOMERIC SEAL
- (6) SILICONE SEAL

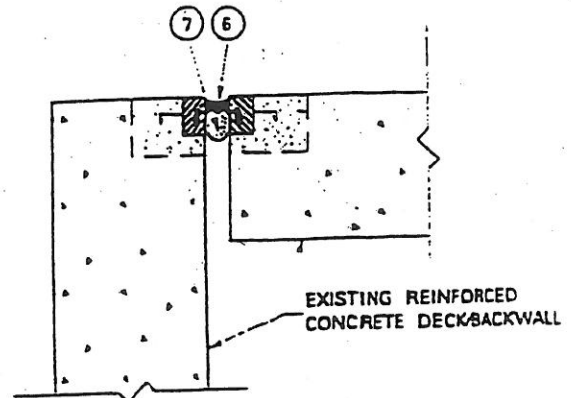
- (7) BACKING MATERIAL
- (8) POLYMER NOSING SYSTEM
- (9) NEW CONCRETE

TYPE C JOINT STRIP SEAL

ORDINARY PREPARATION (TYPICAL E)

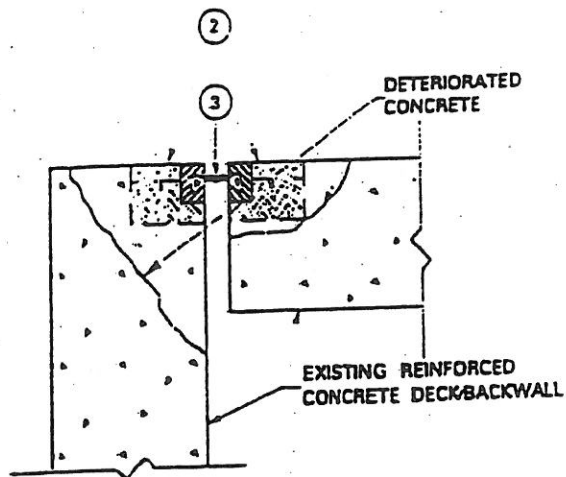


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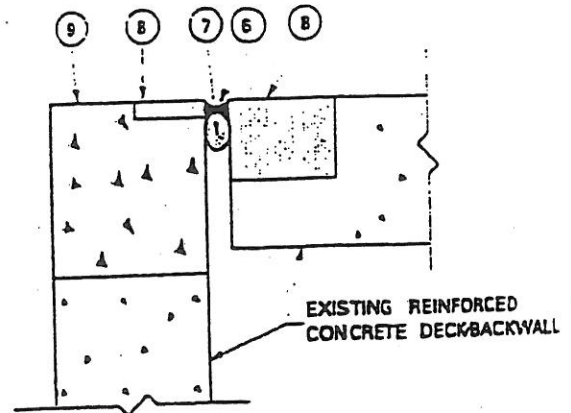


PROPOSED

EXTRA-ORDINARY PREPARATION (TYPICAL F)



EXISTING



PROPOSED

LEGEND

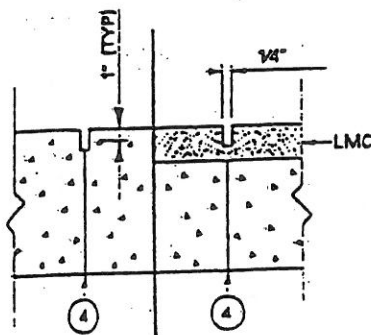
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- ② EXIST. JOINT ASSEMBLY
- ③ STRIP SEAL

- ④ CONSTRUCTION JOINT
- ⑤ PREFORMED ELASTOMERIC SEAL
- ⑥ SILICONE SEAL

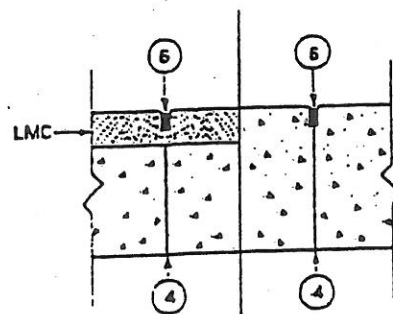
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- ⑧ POLYMER NOSING SYSTEM
- ⑨ NEW CONCRETE

TYPE D JOINT
SAW & SEAL CONST. JT.

ORDINARY PREPARATION (TYPICAL G)

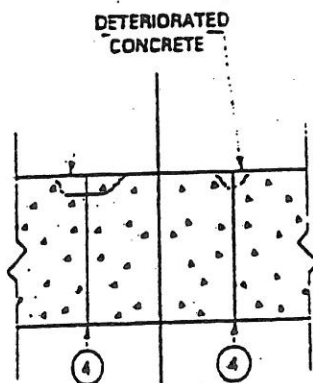


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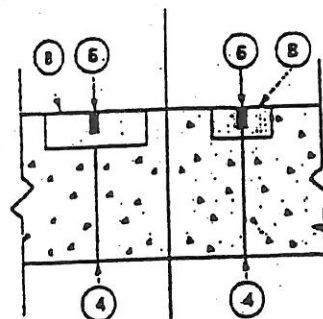


PROPOSED

EXTRA-ORDINARY PREPARATION (TYPICAL H)



EXISTING



PROPOSED

LEGEND

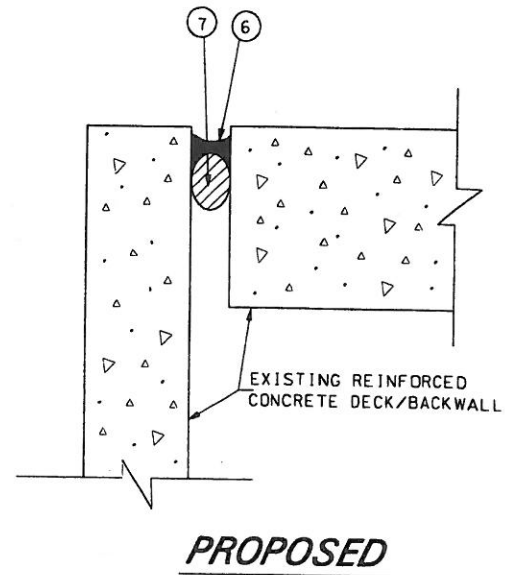
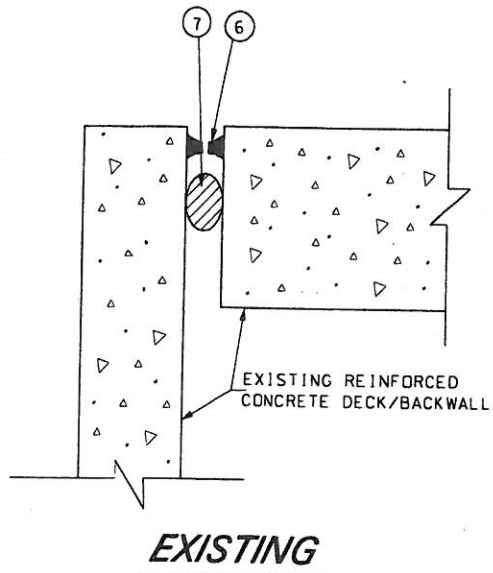
- ① EXIST. COVER PLATE
- ② EXIST. JOINT ASSEMBLY
- ③ STRIP SEAL

- ④ CONSTRUCTION JOINT
- ⑤ PREFORMED ELASTOMERIC SEAL
- ⑥ SILICONE SEAL

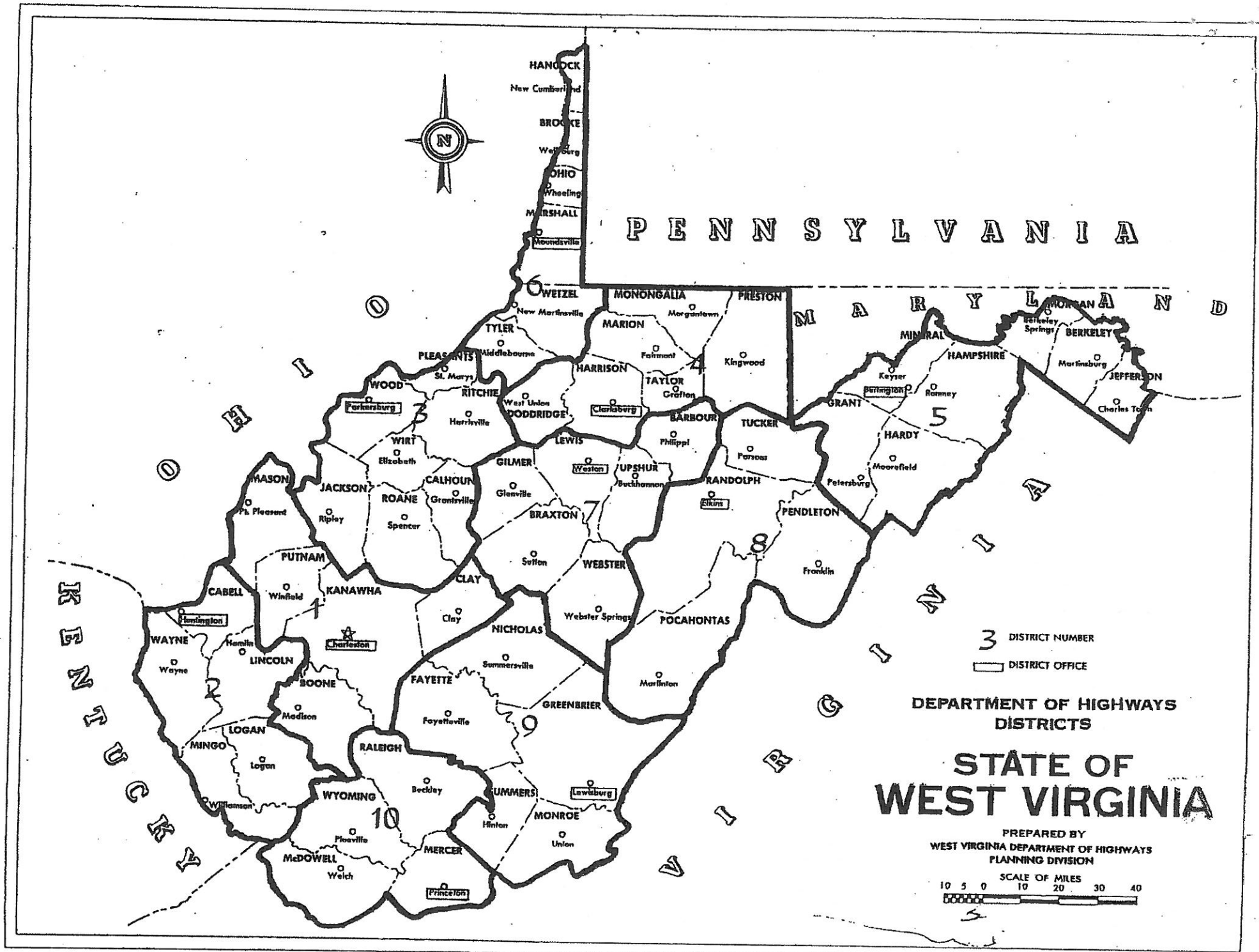
- ⑦ BACKING MATERIAL
- ⑧ POLYMER NOSING SYSTEM
- ⑨ NEW CONCRETE

TYPE E JOINT

SILICONE

ORDINARY PREPARATION (TYPICAL J)**LEGEND**

- | | | |
|-------------------------|------------------------------|-------------------------|
| ① EXIST. COVER PLATE | ④ CONSTRUCTION JOINT | ⑦ BACKING MATERIAL |
| ② EXIST. JOINT ASSEMBLY | ⑤ PREFORMED ELASTOMERIC SEAL | ⑧ POLYMER NOSING SYSTEM |
| ③ STRIP SEAL | ⑥ SILICONE SEAL | ⑨ NEW CONCRETE |



Pricing shall be per individual District 1 through 10.

Vendor shall price installation of following items separately; however, the components listed below are considered a joint systems and must be installed as a whole system. One or more components may be requested as dictated by WVDOH projects.

Items 23 through 27 Components of the XJS Expansion Joint System, Contract Item 3.3.4.1

Items 28 through 31 components of Physite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

If Vendor is proposing an "or equal to" product, the Vendor shall provide that information on Exhibit B Pricing Page for each system and/or systems.

DISTRICT ONE

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1	Mobilization	Lump Sum	1	2,500.00	2,500.00
2	Traffic Control Devices	Each	1	1.25	1.25
3	Electric Arrow	Per Day	1	20.00	20.00
4	Temporary Traffic Signal	Lump Sum	1	7,500.00	7,500.00
5	Flagger	Per Hour	1	35.00	35.00
6	Warning Lights	Per Day	1	20.00	20.00
7	Traffic Director	Per Hour	1	35.00	35.00
8	Dry-Clean	Square Foot	1	75.00	75.00
Ordinary Joint Preparation					
9	Type A Joint	Linear Foot	1	7.50	7.50
10	Type B Joint	Linear Foot	1	7.50	7.50
11	Type C Joint	Linear Foot	1	15.25	15.25
12	Type D Joint	Linear Foot	1	2.75	2.75
13	Type E Joint	Linear Foot	1	7.50	7.50
Extraordinary Joint Preparation					
14	Type A Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
15	Type A Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
16	Type B Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
17	Type B Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
18	Type C Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
19	Type C Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
20	Type D Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
21	Type D Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
22	Structural Concrete Repair (Class B or Class K)	Cubic Yard	1	2,000.00	2,000.00
23	SSI Silspec 900 Polymer Nosing	*Unit	1	395.00	395.00
Dow Corning 902 Silicone Sealant					
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1	13.00	13.00
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1	14.00	14.00
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1	21.00	21.00
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1	28.00	28.00
Physite® 380					
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID
Metazeal®					
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID

36	WVDOH Supplied Joint Material	Linear Foot	1	15.00	15.00
37	Worker Protection	Lump Sum	1	7500.00	7,500.00
38	Project Clean-Up	Square Foot	1	75.00	75.00
39	Disposal Non-Hazardous (Waste Material)	Per Drum	1	500.00	500.00
40	Hazardous (Waste Material)	Per Drum	1	1500.00	1,500.00
41	Containment	Lump Sum	1	7,500.00	7,500.00
Total Extended Cost for Proposed System					

*Unit = 1728 cubic inches (one cubic foot)

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Pricing shall be per individual District 1 through 10.

Vendor shall price installation of following items separately; however, the components listed below are considered a joint systems and must be installed as a whole system. One or more components may be requested as dictated by WVDOH projects.

Items 23 through 27 Components of the XJS Expansoin Joint System, Contract Item 3.3.4.1

Items 28 through 31 components of Physite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

Vendor Proposed "or equal to" "System":

DISTRICT ONE

Item Number	Proposed Component Items of the Above Systems	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
23	SSI Silspec® 900 Polymer Nosing System	*Unit	1		NO BID
	OR EQUAL TO:				
	Dow Corning 902 Silicone Sealant				
	OR EQUAL TO:				
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1		NO BID
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1		NO BID
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1		NO BID
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1		NO BID
	Physite® 380				
	OR EQUAL TO:				
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID
	Metazeal®				
	OR EQUAL TO:				
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

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Pricing shall be per individual District 1 through 10.

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Items 23 through 27 Components of the XJS Expansion Joint System, Contract Item 3.3.4.1

Items 28 through 31 components of Physite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

If Vendor is proposing an "or equal to" product, the Vendor shall provide that information on Exhibit B Pricing Page for each system and/or systems.

DISTRICT TWO

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1	Mobilization	Lump Sum	1	2,500.00	2,500.00
2	Traffic Control Devices	Each	1	1.25	1.25
3	Electric Arrow	Per Day	1	20.00	20.00
4	Temporary Traffic Signal	Lump Sum	1	7,500.00	7,500.00
5	Flagger	Per Hour	1	35.00	35.00
6	Warning Lights	Per Day	1	20.00	20.00
7	Traffic Director	Per Hour	1	35.00	35.00
8	Dry-Clean	Square Foot	1	75.00	75.00
Ordinary Joint Preparation					
9	Type A Joint	Linear Foot	1	7.50	7.50
10	Type B Joint	Linear Foot	1	7.50	7.50
11	Type C Joint	Linear Foot	1	15.25	15.25
12	Type D Joint	Linear Foot	1	2.75	2.75
13	Type E Joint	Linear Foot	1	7.50	7.50
Extraordinary Joint Preparation					
14	Type A Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
15	Type A Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
16	Type B Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
17	Type B Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
18	Type C Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
19	Type C Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
20	Type D Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
21	Type D Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
22	Structural Concrete Repair (Class B or Class K)	Cubic Yard	1	2,000.00	2,000.00
23	SSI Silspec 900 Polymer Nosing	*Unit	1	395.00	395.00
Dow Corning 902 Silicone Sealant					
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1	13.00	13.00
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1	14.00	14.00
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1	21.00	21.00
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1	28.00	28.00
Physite® 380					
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID

	Metazeal®				
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
36	WVDOH Supplied Joint Material	Linear Foot	1	15.00	15.00
37	Worker Protection	Lump Sum	1	7500.00	7,500.00
38	Project Clean-Up	Square Foot	1	75.00	75.00
39	Disposal Non-Hazardous (Waste Material)	Per Drum	1	500.00	500.00
40	Hazardous (Waste Material)	Per Drum	1	1500.00	1,500.00
41	Containment	Lump Sum	1	7,500.00	7,500.00
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

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Vendor shall price installation of following items separately; however, the components listed below are considered a joint systems and must be installed as a whole system. One or more components may be requested as dictated by WVDOT projects.

Items 23 through 27 Components of the XJS Expansion Joint System, Contract Item 3.3.4.1

Items 28 through 31 components of Physite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

Vendor Proposed "or equal to" "System":

DISTRICT TWO

Item Number	Proposed Component Items of the Above Systems	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
23	SSI Silspec® 900 Polymer Nosing System	*Unit	1		NO BID
	OR EQUAL TO:				
	Dow Corning 902 Silicone Sealant				
	OR EQUAL TO:				
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1		NO BID
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1		NO BID
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1		NO BID
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1		NO BID
	Physite® 380				
	OR EQUAL TO:				
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID
	Metazeal®				
	OR EQUAL TO:				
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

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Items 28 through 31 components of Physite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

If Vendor is proposing an "or equal to" product, the Vendor shall provide that information on Exhibit B Pricing Page for each system and/or systems.

DISTRICT THREE

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1	Mobilization	Lump Sum	1	2,500.00	2,500.00
2	Traffic Control Devices	Each	1	1.25	1.25
3	Electric Arrow	Per Day	1	20.00	20.00
4	Temporary Traffic Signal	Lump Sum	1	7,500.00	7,500.00
5	Flagger	Per Hour	1	35.00	35.00
6	Warning Lights	Per Day	1	20.00	20.00
7	Traffic Director	Per Hour	1	35.00	35.00
8	Dry-Clean	Square Foot	1	75.00	75.00
Ordinary Joint Preparation					
9	Type A Joint	Linear Foot	1	7.50	7.50
10	Type B Joint	Linear Foot	1	7.50	7.50
11	Type C Joint	Linear Foot	1	15.25	15.25
12	Type D Joint	Linear Foot	1	2.75	2.75
13	Type E Joint	Linear Foot	1	7.50	7.50
Extraordinary Joint Preparation					
14	Type A Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
15	Type A Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
16	Type B Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
17	Type B Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
18	Type C Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
19	Type C Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
20	Type D Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
21	Type D Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
22	Structural Concrete Repair (Class B or Class K)	Cubic Yard	1	2,000.00	2,000.00
23	SSI Silspec 900 Polymer Nosing	*Unit	1	395.00	395.00
Dow Corning 902 Silicone Sealant					
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1	13.00	13.00
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1	14.00	14.00
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1	21.00	21.00
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1	28.00	28.00
Physite® 380					
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID

Metazeal®					
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
36	WVDOH Supplied Joint Material	Linear Foot	1	15.00	15.00
37	Worker Protection	Lump Sum	1	7500.00	7,500.00
38	Project Clean-Up	Square Foot	1	75.00	75.00
39	Disposal Non-Hazardous (Waste Material)	Per Drum	1	500.00	500.00
40	Hazardous (Waste Material)	Per Drum	1	1500.00	1,500.00
41	Containment	Lump Sum	1	7,500.00	7,500.00
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

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Items 23 through 27 Components of the XJS Expansion Joint System, Contract Item 3.3.4.1

Items 28 through 31 components of Physite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

Vendor Proposed "or equal to" System":

DISTRICT THREE

Item Number	Proposed Component Items of the Above Systems	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
23	SSI Silspec® 900 Polymer Nosing System	*Unit	1		NO BID
	OR EQUAL TO:				
	Dow Corning 902 Silicone Sealant				
	OR EQUAL TO:				
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1		NO BID
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1		NO BID
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1		NO BID
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1		NO BID
	Physite® 380				
	OR EQUAL TO:				
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID
	Metazeal®				
	OR EQUAL TO:				
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

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Items 28 through 31 components of Physite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

If Vendor is proposing an "or equal to" product, the Vendor shall provide that information on Exhibit B Pricing Page for each system and/or systems.

DISTRICT FOUR

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1	Mobilization	Lump Sum	1	2,500.00	2,500.00
2	Traffic Control Devices	Each	1	1.25	1.25
3	Electric Arrow	Per Day	1	20.00	20.00
4	Temporary Traffic Signal	Lump Sum	1	7,500.00	7,500.00
5	Flagger	Per Hour	1	35.00	35.00
6	Warning Lights	Per Day	1	20.00	20.00
7	Traffic Director	Per Hour	1	35.00	35.00
8	Dry-Clean	Square Foot	1	75.00	75.00
Ordinary Joint Preparation					
9	Type A Joint	Linear Foot	1	7.50	7.50
10	Type B Joint	Linear Foot	1	7.50	7.50
11	Type C Joint	Linear Foot	1	15.25	15.25
12	Type D Joint	Linear Foot	1	2.75	2.75
13	Type E Joint	Linear Foot	1	7.50	7.50
Extraordinary Joint Preparation					
14	Type A Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
15	Type A Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
16	Type B Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
17	Type B Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
18	Type C Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
19	Type C Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
20	Type D Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
21	Type D Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
22	Structural Concrete Repair (Class B or Class K)	Cubic Yard	1	2,000.00	2,000.00
23	SSI Silspec 900 Polymer Nosing	*Unit	1	395.00	395.00
Dow Corning 902 Silicone Sealant					
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1	13.00	13.00
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1	14.00	14.00
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1	21.00	21.00
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1	28.00	28.00
Physite® 380					
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID

	Metazeal®				
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
36	WVDOH Supplied Joint Material	Linear Foot	1	15.00	15.00
37	Worker Protection	Lump Sum	1	7500.00	7,500.00
38	Project Clean-Up	Square Foot	1	75.00	75.00
39	Disposal Non-Hazardous (Waste Material)	Per Drum	1	500.00	500.00
40	Hazardous (Waste Material)	Per Drum	1	1500.00	1,500.00
41	Containment	Lump Sum	1	7,500.00	7,500.00
Total Extended Cost for Proposed System					0

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Items 28 through 31 components of Physite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

Vendor Proposed "or equal to" "System":

DISTRICT FOUR

Item Number	Proposed Component Items of the Above Systems	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
23	SSI Silspec® 900 Polymer Nosing System	*Unit	1		NO BID
	OR EQUAL TO:				
	Dow Corning 902 Silicone Sealant				
	OR EQUAL TO:				
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1		NO BID
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1		NO BID
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1		NO BID
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1		NO BID
	Physite® 380				
	OR EQUAL TO:				
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID
	Metazeal®				
	OR EQUAL TO:				
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

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Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

If Vendor is proposing an "or equal to" product, the Vendor shall provide that information on Exhibit B Pricing Page for each system and/or systems.

DISTRICT FIVE

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1	Mobilization	Lump Sum	1	2,500.00	2,500.00
2	Traffic Control Devices	Each	1	1.25	1.25
3	Electric Arrow	Per Day	1	20.00	20.00
4	Temporary Traffic Signal	Lump Sum	1	7,500.00	7,500.00
5	Flagger	Per Hour	1	35.00	35.00
6	Warning Lights	Per Day	1	20.00	20.00
7	Traffic Director	Per Hour	1	35.00	35.00
8	Dry-Clean	Square Foot	1	75.00	75.00
Ordinary Joint Preparation					
9	Type A Joint	Linear Foot	1	7.50	7.50
10	Type B Joint	Linear Foot	1	7.50	7.50
11	Type C Joint	Linear Foot	1	15.25	15.25
12	Type D Joint	Linear Foot	1	2.75	2.75
13	Type E Joint	Linear Foot	1	7.50	7.50
Extraordinary Joint Preparation					
14	Type A Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
15	Type A Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
16	Type B Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
17	Type B Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
18	Type C Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
19	Type C Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
20	Type D Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
21	Type D Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
22	Structural Concrete Repair (Class B or Class K)	Cubic Yard	1	2,000.00	2,000.00
23	SSI Silspec 900 Polymer Nosing	*Unit	1	395.00	395.00
Dow Corning 902 Silicone Sealant					
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1	13.00	13.00
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1	14.00	14.00
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1	21.00	21.00
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1	28.00	28.00
Physite® 380					
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID

	Metazeal®				
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
36	WVDOH Supplied Joint Material	Linear Foot	1	15.00	15.00
37	Worker Protection	Lump Sum	1	7500.00	7,500.00
38	Project Clean-Up	Square Foot	1	75.00	75.00
39	Disposal Non-Hazardous (Waste Material)	Per Drum	1	500.00	500.00
40	Hazardous (Waste Material)	Per Drum	1	1500.00	1,500.00
41	Containment	Lump Sum	1	7,500.00	7,500.00
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

NOTE: Quantities listed in this RFQ are approximations only. 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 above. There is no guarantee purchase.

Pricing shall be per individual District 1 through 10.

Vendor shall price installation of following items separately; however, the components listed below are considered a joint systems and must be installed as a whole system. One or more components may be requested as dictated by WVDOH projects.

Items 23 through 27 Components of the XJS Expainsion Joint System, Contract Item 3.3.4.1

Items 28 through 31 components of Phyzite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

Vendor Proposed "or equal to" "System":

DISTRICT FIVE

Item Number	Proposed Component Items of the Above Systems	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
23	SSI Silspec® 900 Polymer Nosing System	*Unit	1		NO BID
	OR EQUAL TO:				
	Dow Corning 902 Silicone Sealant				
	OR EQUAL TO:				
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1		NO BID
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1		NO BID
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1		NO BID
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1		NO BID
	Phyzite® 380				
	OR EQUAL TO:				
28	Phyzite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Phyzite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Phyzite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Phyzite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID
	Metazeal®				
	OR EQUAL TO:				
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

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Pricing shall be per individual District 1 through 10.

Vendor shall price installation of following items separately; however, the components listed below are considered a joint systems and must be installed as a whole system. One or more components may be requested as dictated by WVDOH projects.

Items 23 through 27 Components of the XJS Expansion Joint System, Contract Item 3.3.4.1

Items 28 through 31 components of Physite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

If Vendor is proposing an "or equal to" product, the Vendor shall provide that information on Exhibit B Pricing Page for each system and/or systems.

DISTRICT SIX

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1	Mobilization	Lump Sum	1	2,500.00	2,500.00
2	Traffic Control Devices	Each	1	1.25	1.25
3	Electric Arrow	Per Day	1	20.00	20.00
4	Temporary Traffic Signal	Lump Sum	1	7,500.00	7,500.00
5	Flagger	Per Hour	1	35.00	35.00
6	Warning Lights	Per Day	1	20.00	20.00
7	Traffic Director	Per Hour	1	35.00	35.00
8	Dry-Clean	Square Foot	1	75.00	75.00
Ordinary Joint Preparation					
9	Type A Joint	Linear Foot	1	7.50	7.50
10	Type B Joint	Linear Foot	1	7.50	7.50
11	Type C Joint	Linear Foot	1	15.25	15.25
12	Type D Joint	Linear Foot	1	2.75	2.75
13	Type E Joint	Linear Foot	1	7.50	7.50
Extraordinary Joint Preparation					
14	Type A Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
15	Type A Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
16	Type B Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
17	Type B Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
18	Type C Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
19	Type C Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
20	Type D Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
21	Type D Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
22	Structural Concrete Repair (Class B or Class K)	Cubic Yard	1	2,000.00	2,000.00
23	SSI Silspec 900 Polymer Nosing	*Unit	1	395.00	395.00
Dow Corning 902 Silicone Sealant					
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1	13.00	13.00
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1	14.00	14.00
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1	21.00	21.00
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1	28.00	28.00
Physite® 380					
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID

	Metazeal®				
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
36	WVDOH Supplied Joint Material	Linear Foot	1	15.00	15.00
37	Worker Protection	Lump Sum	1	7500.00	7,500.00
38	Project Clean-Up	Square Foot	1	75.00	75.00
39	Disposal Non-Hazardous (Waste Material)	Per Drum	1	500.00	500.00
40	Hazardous (Waste Material)	Per Drum	1	1500.00	1,500.00
41	Containment	Lump Sum	1	7,500.00	7,500.00
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

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Vendor shall price installation of following items separately; however, the components listed below are considered a joint systems and must be installed as a whole system. One or more components may be requested as dictated by WVDOT projects.

Items 23 through 27 Components of the XJS Expansion Joint System, Contract Item 3.3.4.1

Items 28 through 31 components of Physite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

Vendor Proposed "or equal to" "System":

DISTRICT SIX

Item Number	Proposed Component Items of the Above Systems	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
23	SSI Silspec® 900 Polymer Nosing System	*Unit	1		NO BID
	OR EQUAL TO:				
	Dow Corning 902 Silicone Sealant				
	OR EQUAL TO:				
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1		NO BID
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1		NO BID
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1		NO BID
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1		NO BID
	Physite® 380				
	OR EQUAL TO:				
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID
	Metazeal®				
	OR EQUAL TO:				
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

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Items 28 through 31 components of Physite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

If Vendor is proposing an "or equal to" product, the Vendor shall provide that information on Exhibit B Pricing Page for each system and/or systems.

DISTRICT SEVEN

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1	Mobilization	Lump Sum	1	2,500.00	2,500.00
2	Traffic Control Devices	Each	1	1.25	1.25
3	Electric Arrow	Per Day	1	20.00	20.00
4	Temporary Traffic Signal	Lump Sum	1	7,500.00	7,500.00
5	Flagger	Per Hour	1	35.00	35.00
6	Warning Lights	Per Day	1	20.00	20.00
7	Traffic Director	Per Hour	1	35.00	35.00
8	Dry-Clean	Square Foot	1	75.00	75.00
Ordinary Joint Preparation					
9	Type A Joint	Linear Foot	1	7.50	7.50
10	Type B Joint	Linear Foot	1	7.50	7.50
11	Type C Joint	Linear Foot	1	15.25	15.25
12	Type D Joint	Linear Foot	1	2.75	2.75
13	Type E Joint	Linear Foot	1	7.50	7.50
Extraordinary Joint Preparation					
14	Type A Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
15	Type A Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
16	Type B Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
17	Type B Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
18	Type C Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
19	Type C Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
20	Type D Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
21	Type D Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
22	Structural Concrete Repair (Class B or Class K)	Cubic Yard	1	2,000.00	2,000.00
23	SSI Silspec 900 Polymer Nosing	*Unit	1	395.00	395.00
Dow Corning 902 Silicone Sealant					
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1	13.00	13.00
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1	14.00	14.00
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1	21.00	21.00
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1	28.00	28.00
Physite® 380					
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID

	Metazeal®				
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
36	WVDOH Supplied Joint Material	Linear Foot	1	15.00	15.00
37	Worker Protection	Lump Sum	1	7500.00	7,500.00
38	Project Clean-Up	Square Foot	1	75.00	75.00
39	Disposal Non-Hazardous (Waste Material)	Per Drum	1	500.00	500.00
40	Hazardous (Waste Material)	Per Drum	1	1500.00	1,500.00
41	Containment	Lump Sum	1	7,500.00	7,500.00
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

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Items 28 through 31 components of Physite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

Vendor Proposed "or equal to" System":

DISTRICT SEVEN

Item Number	Proposed Component Items of the Above Systems	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
23	SSI Silspec® 900 Polymer Nosing System	*Unit	1		NO BID
	OR EQUAL TO:				
	Dow Corning 902 Silicone Sealant				
	OR EQUAL TO:				
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1		NO BID
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1		NO BID
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1		NO BID
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1		NO BID
	Physite® 380				
	OR EQUAL TO:				
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID
	Metazeal®				
	OR EQUAL TO:				
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

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Items 28 through 31 components of Physite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

If Vendor is proposing an "or equal to" product, the Vendor shall provide that information on Exhibit B Pricing Page for each system and/or systems.

DISTRICT EIGHT

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1	Mobilization	Lump Sum	1	2,500.00	2,500.00
2	Traffic Control Devices	Each	1	1.25	1.25
3	Electric Arrow	Per Day	1	20.00	20.00
4	Temporary Traffic Signal	Lump Sum	1	7,500.00	7,500.00
5	Flagger	Per Hour	1	35.00	35.00
6	Warning Lights	Per Day	1	20.00	20.00
7	Traffic Director	Per Hour	1	35.00	35.00
8	Dry-Clean	Square Foot	1	75.00	75.00
Ordinary Joint Preparation					
9	Type A Joint	Linear Foot	1	7.50	7.50
10	Type B Joint	Linear Foot	1	7.50	7.50
11	Type C Joint	Linear Foot	1	15.25	15.25
12	Type D Joint	Linear Foot	1	2.75	2.75
13	Type E Joint	Linear Foot	1	7.50	7.50
Extraordinary Joint Preparation					
14	Type A Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
15	Type A Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
16	Type B Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
17	Type B Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
18	Type C Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
19	Type C Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
20	Type D Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
21	Type D Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
22	Structural Concrete Repair (Class B or Class K)	Cubic Yard	1	2,000.00	2,000.00
23	SSI Silspec 900 Polymer Nosing	*Unit	1	395.00	395.00
Dow Corning 902 Silicone Sealant					
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1	13.00	13.00
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1	14.00	14.00
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1	21.00	21.00
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1	28.00	28.00
Physite® 380					
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID

Metazeal®					
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
36	WVDOH Supplied Joint Material	Linear Foot	1	15.00	15.00
37	Worker Protection	Lump Sum	1	7500.00	7,500.00
38	Project Clean-Up	Square Foot	1	75.00	75.00
39	Disposal Non-Hazardous (Waste Material)	Per Drum	1	500.00	500.00
40	Hazardous (Waste Material)	Per Drum	1	1500.00	1,500.00
41	Containment	Lump Sum	1	7,500.00	7,500.00
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

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Items 28 through 31 components of Physite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

Vendor Proposed "or equal to" "System":

DISTRICT EIGHT

Item Number	Proposed Component Items of the Above Systems	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
23	SSI Silspec® 900 Polymer Nosing System	*Unit	1		NO BID
	OR EQUAL TO:				
	Dow Corning 902 Silicone Sealant				
	OR EQUAL TO:				
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1		NO BID
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1		NO BID
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1		NO BID
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1		NO BID
	Physite® 380				
	OR EQUAL TO:				
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID
	Metazeal®				
	OR EQUAL TO:				
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

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Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

If Vendor is proposing an "or equal to" product, the Vendor shall provide that information on Exhibit B Pricing Page for each system and/or systems.

DISTRICT NINE

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1	Mobilization	Lump Sum	1	2,500.00	2,500.00
2	Traffic Control Devices	Each	1	1.25	1.25
3	Electric Arrow	Per Day	1	20.00	20.00
4	Temporary Traffic Signal	Lump Sum	1	7,500.00	7,500.00
5	Flagger	Per Hour	1	35.00	35.00
6	Warning Lights	Per Day	1	20.00	20.00
7	Traffic Director	Per Hour	1	35.00	35.00
8	Dry-Clean	Square Foot	1	75.00	75.00
Ordinary Joint Preparation					
9	Type A Joint	Linear Foot	1	7.50	7.50
10	Type B Joint	Linear Foot	1	7.50	7.50
11	Type C Joint	Linear Foot	1	15.25	15.25
12	Type D Joint	Linear Foot	1	2.75	2.75
13	Type E Joint	Linear Foot	1	7.50	7.50
Extraordinary Joint Preparation					
14	Type A Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
15	Type A Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
16	Type B Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
17	Type B Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
18	Type C Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
19	Type C Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
20	Type D Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
21	Type D Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
22	Structural Concrete Repair (Class B or Class K)	Cubic Yard	1	2,000.00	2,000.00
23	SSI Silspec 900 Polymer Nosing	*Unit	1	395.00	395.00
Dow Corning 902 Silicone Sealant					
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1	13.00	13.00
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1	14.00	14.00
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1	21.00	21.00
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1	28.00	28.00
Physite® 380					
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID

Metazeal®					
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
36	WVDOH Supplied Joint Material	Linear Foot	1	15.00	15.00
37	Worker Protection	Lump Sum	1	7500.00	7,500.00
38	Project Clean-Up	Square Foot	1	75.00	75.00
39	Disposal Non-Hazardous (Waste Material)	Per Drum	1	500.00	500.00
40	Hazardous (Waste Material)	Per Drum	1	1500.00	1,500.00
41	Containment	Lump Sum	1	7,500.00	7,500.00
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

NOTE: Quantities listed in this RFQ are approximations only. 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 above. There is no guarantee purchase.

Pricing shall be per individual District 1 through 10.

Vendor shall price installation of following items separately; however, the components listed below are considered a joint systems and must be installed as a whole system. One or more components may be requested as dictated by WVDOH projects.

Items 23 through 27 Components of the XJS Expainsion Joint System, Contract Item 3.3.4.1

Items 28 through 31 components of Phyzite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

Vendor Proposed "or equal to" "System":

DISTRICT NINE

Item Number	Proposed Component Items of the Above Systems	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
23	SSI Silspec® 900 Polymer Nosing System	*Unit	1		NO BID
	OR EQUAL TO:				
	Dow Corning 902 Silicone Sealant				
	OR EQUAL TO:				
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1		NO BID
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1		NO BID
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1		NO BID
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1		NO BID
	Phyzite® 380				
	OR EQUAL TO:				
28	Phyzite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Phyzite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Phyzite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Phyzite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID
	Metazeal®				
	OR EQUAL TO:				
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

NOTE: Quantities listed in this RFQ are approximations only. 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 above. There is no guarantee purchase.

Pricing shall be per individual District 1 through 10.

Vendor shall price installation of following items separately; however, the components listed below are considered a joint systems and must be installed as a whole system. One or more components may be requested as dictated by WVDOH projects.

Items 23 through 27 Components of the XJS Expansion Joint System, Contract Item 3.3.4.1

Items 28 through 31 components of Physite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

If Vendor is proposing an "or equal to" product, the Vendor shall provide that information on Exhibit B Pricing Page for each system and/or systems.

DISTRICT TEN

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1	Mobilization	Lump Sum	1	2,500.00	2,500.00
2	Traffic Control Devices	Each	1	1.25	1.25
3	Electric Arrow	Per Day	1	20.00	20.00
4	Temporary Traffic Signal	Lump Sum	1	7,500.00	7,500.00
5	Flagger	Per Hour	1	35.00	35.00
6	Warning Lights	Per Day	1	20.00	20.00
7	Traffic Director	Per Hour	1	35.00	35.00
8	Dry-Clean	Square Foot	1	75.00	75.00
Ordinary Joint Preparation					
9	Type A Joint	Linear Foot	1	7.50	7.50
10	Type B Joint	Linear Foot	1	7.50	7.50
11	Type C Joint	Linear Foot	1	15.25	15.25
12	Type D Joint	Linear Foot	1	2.75	2.75
13	Type E Joint	Linear Foot	1	7.50	7.50
Extraordinary Joint Preparation					
14	Type A Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
15	Type A Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
16	Type B Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
17	Type B Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
18	Type C Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
19	Type C Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
20	Type D Joint Less than or Equal to 0.25	Cubic Foot	1	16.00	16.00
21	Type D Joint Greater Than 0.25	Cubic Foot	1	32.00	32.00
22	Structural Concrete Repair (Class B or Class K)	Cubic Yard	1	2,000.00	2,000.00
23	SSI Silspec 900 Polymer Nosing	*Unit	1	395.00	395.00
Dow Corning 902 Silicone Sealant					
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1	13.00	13.00
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1	14.00	14.00
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1	21.00	21.00
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1	28.00	28.00
Physite® 380					
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID

	Metazeal®				
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
36	WVDOH Supplied Joint Material	Linear Foot	1	15.00	15.00
37	Worker Protection	Lump Sum	1	7500.00	7,500.00
38	Project Clean-Up	Square Foot	1	75.00	75.00
39	Disposal Non-Hazardous (Waste Material)	Per Drum	1	500.00	500.00
40	Hazardous (Waste Material)	Per Drum	1	1500.00	1,500.00
41	Containment	Lump Sum	1	7,500.00	7,500.00
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

NOTE: Quantities listed in this RFQ are approximations only. 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 above. There is no guarantee purchase.

Pricing shall be per individual District 1 through 10.

Vendor shall price installation of following items separately; however, the components listed below are considered a joint systems and must be installed as a whole system. One or more components may be requested as dictated by WVDOH projects.

Items 23 through 27 Components of the XJS Expansion Joint System, Contract Item 3.3.4.1

Items 28 through 31 components of Physite 380 Joint System, Contract Item 3.3.4.2

Items 32 through 35 components of Metazeal Joint System, Contract Item 3.3.4.3

Award shall be based on the lowest overall total cost of the required project items of Pricing Pages, Exhibit A and Exhibit B.

Vendor Proposed "or equal to" "System":

DISTRICT TEN

Item Number	Proposed Component Items of the Above Systems	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
23	SSI Silspec® 900 Polymer Nosing System	*Unit	1		NO BID
	OR EQUAL TO:				
	Dow Corning 902 Silicone Sealant				
	OR EQUAL TO:				
24	Dow Corning 902 Silicone Sealant Installed 1 inch or Less	Linear Foot	1		NO BID
25	Dow Corning 902 Silicone Sealant Installed 1-2 inch	Linear Foot	1		NO BID
26	Dow Corning 902 Silicone Sealant Installed 2-3 inch	Linear Foot	1		NO BID
27	Dow Corning 902 Silicone Sealant Installed 3-4 inch	Linear Foot	1		NO BID
	Physite® 380				
	OR EQUAL TO:				
28	Physite® 380 Joint Installed 1 inch or Less	Linear Foot	1		NO BID
29	Physite® 380 Joint Installed 1-2 inch	Linear Foot	1		NO BID
30	Physite® 380 Joint Installed 2-3 inch	Linear Foot	1		NO BID
31	Physite® 380 Joint Installed 3-4 inch	Linear Foot	1		NO BID
	Metazeal®				
	OR EQUAL TO:				
32	Metazeal® Joint Installed 1 inch or Less	Linear Foot	1		NO BID
33	Metazeal® Joint Installed 1-2 inch	Linear Foot	1		NO BID
34	Metazeal® Joint Installed 2-3 inch	Linear Foot	1		NO BID
35	Metazeal® Joint Installed 3-4 inch	Linear Foot	1		NO BID
Total Extended Cost for Proposed System					0

*Unit = 1728 cubic inches (one cubic foot)

NOTE: Quantities listed in this RFQ are approximations only. 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 above. There is no guarantee purchase.

Rev. 07/12

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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Swank Construction Company LLC

Signed: George Fischer

Date: 8/20/13

Title: President Milling Div.

RFQ No. 6613C038STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

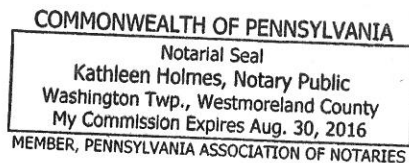
DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Swank Construction Company, LLCAuthorized Signature:  George Fischer Date: 8/20/13State of PennsylvaniaCounty of Westmoreland, to-wit:Taken, subscribed, and sworn to before me this 20 day of August, 20 13.My Commission expires August 30, 20 16.**AFFIX SEAL HERE**NOTARY PUBLIC *Purchasing Affidavit (Revised 07/01/2012)***NOTE:****Vendor and Notary's date must be the same.****Notary required to AFFIX SEAL on Purchasing Affidavit.**