

North Dakota Department of Transportation
INVITATION TO BID

Bid Number: 750-00-18-050	Bid Opening Date & Time: 08/08/2018 02:00 PM
Items: Bridge Deck Preservation Products	Buyer: Sean Lackner
Bid Mailing Address: 608 East Boulevard Ave	Telephone Number: (701) 328-2571
City, State, Zip: Bismarck, ND 58505	Email: selackner@nd.gov
Contract Period: 08/15/2018 TO 08/31/2019 <u>2-29-2020</u>	Date Prepared: July 25, 2018

BID RESPONSE

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 – 04-12-16. One copy of your bid response must be returned to the North Dakota Department of Transportation (NDDOT) prior to the time and date specified for the bid opening. Bid responses received after the time and day specified for the bid opening will be rejected. Mark envelope with word "BID" and the opening time and date. **If your bid response is accepted by NDDOT, then your bid response will constitute a binding contract.**

CONTRACT

This contract is made and entered into by and between NDDOT for the state of North Dakota (hereinafter state) and

Vendor Name: <u>Prairie Supply, Inc.</u>	Vendor Address: <u>524 7th Ave NE West Fargo, ND 58078</u>
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(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

The following must be completed by the vendor; failure to do so may result in the rejection of the vendors bid proposal.

Vendor Name: <u>Prairie Supply Inc.</u>		
Mailing Address: <u>524 7th Ave NE West Fargo, ND 58078</u>		
Telephone Number: <u>701-282-5650</u>	Fax Number: <u>(701) 282-0040</u>	E-mail Address: <u>Trevor.Kringlie@prairiesupply.com</u>

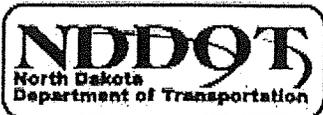
Wayne W. Stomme - Treasurer
 Name & Title (Type or Print)

Wayne W. Stomme
 Signature
8-7-18
 Date

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer or bid may be rejected. (if signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

FOR ND DEPARTMENT OF TRANSPORTATION USE ONLY Accepted by the state according to provisions of award.

Authorized Signature: <u>[Signature]</u>	Date: <u>8/30/18</u>
Recommended for approval: <u>Brad Dan</u>	Date: <u>8-29-18</u>
	Approximate contract amount \$



APPROVED as to execution this
29th day of August 2018
 ATTORNEY GENERAL
 By: [Signature]
 SPECIAL ASST. ATTORNEY GENERAL

MAILING INSTRUCTIONS

Mail only one completed and signed request for bid document per envelope, unless instructed otherwise. Request for bid documents not signed or received after the date and time specified in the request for bid will be rejected.

BID IS: SEALED NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER – 750-00-18-050
BID OPENING DATE/TIME – August 8, 2018; 2:00 PM Central
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or civilrights@nd.gov or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: <http://www.dot.nd.gov/forms/sfn60135.pdf>.
2. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.
3. **Awards, Splitting of.** The state reserves the right to make awards by item number, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. **Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.**
4. **Bid Bond.** Waived in this instance: however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.
5. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
6. **Bid Opening.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation. Interested parties are invited to attend the bid opening.
7. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from: <http://www.nd.gov/spo/>.

Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during normal working hours.

8. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
 - Review all instructions, terms and conditions, and specifications to ensure your bid response complies?
 - Prepare your price in the specified unit of measure, F.O.B. Destination, Freight Prepaid to the delivery location listed on the cover sheet?
 - Indicate whether you can meet the delivery date indicated on the cover sheet?
 - Sign your bid response on the cover sheet?
 - Initial all changes and corrections?
 - Submit any required samples or enclosures, if applicable?
 - Mark the envelope as indicated above?
 - Review and complete all requirements contained in this solicitation to ensure compliance.

9. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business August 1, 2018. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

10. **Corrections.** The bidder's authorized representative must initial any corrections and alterations (i.e. erasures, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with corrections and alterations that are not initialed are subject to confirmation by the Procurement Officer.

11. **Definitions.**

- Bidder - any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary - a summary of all bid responses received by the NDDOT Procurement Office.
- Bid response - the executed document submitted by a bidder in response to a solicitation.
- Contract - a deliberate written agreement between two or more competent persons to perform specific act or acts.
- Contractor - any person or firm having a contract with a governmental body.
- Solicitation - the process of notifying prospective bidders that the State wishes to receive bids for furnishing goods or services.

12. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive. Bids may be faxed to a third party who will put it in a properly-addressed envelope and deliver it to the NDDOT Procurement Office before the date and time specified in the solicitation.

13. **Freight/F.O.B. Destination.** Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. - Free On Board).

14. **Indemnification.** Bidders must review the attached Risk Management Appendix for indemnification and insurance requirements. The indemnification and insurance provisions are incorporated and made part of this solicitation and the resultant final contract. Objections to any of the provisions of the indemnification and insurance requirements must be made in writing to the attention of the Procurement Officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the Purchasing Agency or Entity in consultation with the North Dakota Risk Management Division. Upon receipt of the Notice of Award, the successful bidder must obtain the required insurance coverage and provide the Procurement Officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the Purchasing Agency or Entity, in consultation with the North Dakota Risk Management Division. A bidder's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

15. **Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons.

16. **Minor Informalities.** The State reserves the right to waive minor informalities in bid responses in accordance with N.D.A.C. 4-12-10. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders.

17. **Multiple Bid(s).** Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

18. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.

19. **New Equipment and Materials.** Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.

20. **Open Records.** After the bid opening, bid documents will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately. Those interested in reviewing the bid file are to make arrangements with the NDDOT Procurement Office. The NDDOT Procurement Office hours are 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. Monday through Friday.

21. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.

22. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.

23. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.

24. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

25. **Protest of Award.** An interested party may protest the award within seven days after receiving notice in accordance with N.D.C.C. 54-44.4-12 and N.D.A.C. 4-12-14. Notice of award will be issued only to those bidders who submitted responses to this IFB. Seven calendar days after award or issuance of the Notice of Intent to Award; it will be assumed that all interested parties knew or should have known all the facts surrounding the award.

26. **Rejection.** Bid responses may be rejected if:

- The bid response is not legible.
- The bid response is not completed as requested.
- The bid response is faxed to the procurement office.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).

27. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by **Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer** or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

28. **Specifications, Brand Name or Equivalent.** Unless otherwise indicated in the detailed specifications of this solicitation, the use of a specific brand name or make/model is for illustrative purposes only, and the State will consider equivalent products. If a commodity or service put forth by a bidder is rejected as not being equivalent, the Procurement Officer will notify the bidder of the rejection.

29. **Specifications, Compliance.** All bids submitted in response to this Invitation for Bid must comply with the specifications contained herein, and the successful bidder will be held responsible. Noncompliance with specifications is grounds for rejection of the bid response. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the specifications stated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

30. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

- a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,
- b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

Changes, modifications, additions, or alterations to the bid document could be cause for rejection of the submitted bid at the sole discretion of the NDDOT. Contact the Procurement Officer in writing prior to the deadline for clarifications.

31. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-70-0010K. The Purchasing Agency will furnish a tax exempt certificate upon request.

32. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: www.nd.gov/spo/vendor. Contact the ND State Procurement Office at 701-328-2683 or infospo@nd.gov for assistance.

Placement on the bidders list does not guarantee a bidder will receive notice of every formal solicitation. Bidders must maintain current information by submitting a Notice of Change form to the State Procurement Office (Fax 701-328-1615). Visit the website for forms: www.nd.gov/spo/vendor.

33. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

34. **Withdrawals after the bid opening date and time.** After the bid opening, no changes may be made to the bid response. The bidder may make a written request to withdraw the bid response, subject to approval by the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

2. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

3. **Billing and Payment Procedures.** Purchase orders may be issued by NDDOT procurement office, IT Radio Shop or District Offices to the awarded contractor.

Invoices are to be submitted as indicated on the purchase orders unless otherwise instructed. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment. Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoice and payment inquiries must be directed to the purchasing agency.

4. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.

5. **Compliance with Laws.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

6. **Contract Amendments, Waivers.** After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

7. **Contract Price Adjustment.** The Contract Unit Prices shall be firm for the twelve (12) months of the contract period. On an annual basis, all unit prices may be subject to price adjustment (increase / decrease). The request for a price adjustment shall be submitted to the Procurement Office at least forty five (45) days before the scheduled contract expiration date and must include justification for the proposed change. The Procurement Officer will respond as follows:

- 1) The request may be granted,
- 2) The contract may be cancelled and solicitation may be re-advertised, or
- 3) The contract may be continued without change.

If a price increase is approved by the NDDOT, the date the increase will be effective along with the new unit prices will be included in an amendment document. Approval of any price increase renews the twelve month firm price period.

The State shall also be advised of and receive the benefit of any price decrease. The same notification and review process will apply to a decrease in cost.

8. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning August 15, 2018, and ending February 29, 2020**, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract for a period of twelve (12) months each, not to exceed forty-one (41) months total. Renewals will be documented by amendment.

The NDDOT reserves the right to renegotiate price and terms provided that such negotiated price and terms fall within the original scope of work for this bid. Negotiations may be conducted annually or at such times that additional and unexpected services falling within the scope of the contract may occur. Such changes will be documented by amendment to the contract.

9. **Contract Termination.**

- a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
- b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
 - i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- c. **Termination for Cause.** The State by written notice to the contractor may terminate the whole or any part of this contract:
 - i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
 - ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
 - iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

10. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services, including but not limited to the firm, its facility, personnel, qualifications, and the commodities and/or services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

11. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency either at the point of manufacturer, place of storage, or upon receipt.

12. **Receiving.** Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.

All NDDOT offices will be closed in recognition of State holidays. Any day declared a holiday by the President or Governor will also be recognized by office closure.

13. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.

14. **Successors in Interest.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

15. **Service Representative.** The contractor must provide a dedicated customer service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

NAME: Trevor Kringlie
(Name of person servicing this contract)

BUSINESS NAME: Prairie Supply, Inc.

MAILING ADDRESS: 524 7th Ave NE West Fargo

CITY & STATE: West Fargo, ND ZIP CODE: 58078

PHONE NUMBER: 701-282-5656 TOLL FREE: _____

FAX NUMBER: (701) 282-0040 E-MAIL: Trevor.Kringlie@prairiesupply.com

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR**

Bridge Deck Preservation Products

Items 1 and 2 Penetrating Water Repellent (100% Silane)

Penetrating Water Repellent bids shall be for the following products or approved equal:

- TK Products TK 590-100 (4hr Dry Time Bid)
- BASF MasterProtect® H 1000 (4hr Dry Time Bid)
- Advanced Chemical Technologies SIL-ACT® ATS-100 (2hr Dry Time Bid)
- Evonik Protectosil® 300S (2hr Dry Time Bid)

GENERAL

Provide a penetrating water repellent treatment solution that consists of an organosilicon compound dissolved in a solvent carrier that, when applied, produces a hydrophobic surface covalently bonded to concrete.

Use the following organosilicon compound:

- Alkyl-Alkoxysilane

Provide a solution meeting the following requirements:

- Solvent carrier leaves less than 1 percent residue upon evaporation;
- Contains a minimum of 100 percent solids;
- Certified to meet or exceed the performance criteria listed below based on a single application of the solution according to the specified rate of coverage;
- Does not stain, discolor, or darken concrete;
- Application does not alter the surface texture or form a coating on concrete surfaces;
- Compatible with the use of special surface finish texture coatings as specified;
- Treated concrete is surface dry a maximum of 2 hours after application for the 2hr Dry Time Bid;
- Treated concrete is surface dry a maximum of 4 hours after application for the 4hr Dry Time Bid.

TESTING

The treated concrete shall meet the following requirements:

- a) Absorption.

Test	Duration	Max. Absorption	Method
Water Immersion	48 hours	1% by weight	ASTM C 642
	50 days	2% by weight	ASTM C 642

- b) Chloride Ion Penetration

Test	Duration	Max. Absorption	Method
Salt Water Ponding ¹	90 days	0.75 lb per yd ³	ASTM C 259
		Depth: 0.5 inch to 1 inch	ASTM C 260

¹ Base on non-abraded specimens.

c) Scaling Resistance to Deicing Chemicals.

Test	Duration	Max. Absorption	Method
Salt Water Ponding	50 Cycles	0 @ 25 cycles	ASTM C 672
		≤ 3 @ 50 cycles	ASTM C 672

Item 3 Bridge Deck Crack Sealer (1:1 Mix Ratio)

Bridge Deck Crack Sealer bids shall be for the following products or approved equal **having a 1:1 mix ratio**:
Paulco TE-2501

GENERAL

Material shall meet the requirements of AASHTO M235 (ASTM C881), Type IV, Grade 1 or 2, Class B or C, with the following exceptions.

Property	Requirement	Test Method
Viscosity	400 cps (or less)	ASTM D 2196
Gel Time	15-45 minutes	ASTM C 881
14 Day Bond Strength	300 psi, minimum	ASTM C882
Compressive Yield Strength, 7 day	500 psi, minimum	ASTM D 695
Tensile Strength	150 psi, minimum	ASTM D 638
Tensile Elongation	2%, minimum	ASTM D 638

Item 4 Concrete Joint Sealant

Concrete Joint Sealant bids shall be for the following products or approved equal:
Dow Corning 888
Sikasil 728 SL

GENERAL

Sealant shall be a one-part silicone joint sealant that meets the requirements of ASTM D 5893, Type SL and the following:

- Low modulus; and
- Is capable of withstanding repeated joint movement between 50 percent shrinkage and 100 percent expansion without losing adhesion to the concrete and without cohesion failure.

BID RESPONSE

Deck Surface Treatment - Silane 4 Hour dry time

*Estimated, quantities are as follows:

- Williston 2000 gallons

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE
Deck Surface Treatment- Silane 4 Hour dry time IN 5 GALLON PAILS				
1a	1-2 pails	EACH	FOB ANY NDDOT DISTRICT See attached district location listing	\$ 220.00
	3-5 pails			\$ 154.50
	6-11 pails			\$ 143.25
	12 or more pails			\$ 139.50
Deck Surface Treatment- Silane 4 Hour dry time IN 55 GALLON DRUMS				
1b	1-4 drums	EACH	FOB ANY NDDOT DISTRICT See attached district location listing	\$ 1,356.20
	4 or more drums			\$ 1,337.70
Deck Surface Treatment- Silane 4 Hour dry time IN 250 GALLON TOTES				
1c	1 tote	EACH	FOB ANY NDDOT DISTRICT See attached district location listing	\$ 5,490.00
	2-3 totes			\$ 5,670.00
	4 or more totes			\$ 5,760.00
For award purposes - TOTAL COLUMN PRICE FOR ITEM #1				\$

Bidder

CW

Deck Surface Treatment - Silane 2 Hour dry time

*Estimated, quantities are as follows:

- Dickinson 100 Gallons
- Grand Forks 500 Gallons
- Fargo 1500 Gallons

ITEM NO.	QTY.	Unit	DETAILED SPECIFICATIONS	UNIT PRICE	
Deck Surface Treatment- Silane 2 Hour dry time IN 5 GALLON PAILS					
2a	1-2 pails0	EACH	FOB ANY NDDOT DISTRICT See attached district location listing	\$	210.00
	3-5 pails0			\$	152.50
	6-11 pails0			\$	142.00
	12 or more pails			\$	138.66
Deck Surface Treatment- Silane 2 Hour dry time IN 55 GALLON DRUMS					
2b	1-4 drums	EACH	FOB ANY NDDOT DISTRICT See attached district location listing	\$	1,351.20
	4 or more drums			\$	1,331.20
Deck Surface Treatment- Silane 2 Hour dry time IN 250 GALLON TOTES					
2c	1 tote	EACH	FOB ANY NDDOT DISTRICT See attached district location listing	\$	5,480.00
	2-3 totes			\$	5,660.00
	4 or more totes			\$	5,750.00
For award purposes - TOTAL PRICE FOR ITEM #2				N/A	\$

Bidder CW

Crack Sealing Epoxy

*Estimated, quantities are as follows:

- Bismarck 250 Gallons
- Grand Forks 30 Gallons
- Williston 50 Gallons
- Fargo 25 Gallons

3	Crack Sealing Epoxy 5 GALLON KIT			
	1 kit	EACH	FOB ANY NDDOT DISTRICT See attached district location listing	\$ 269.04
	2-5 kits			\$ 217.04
	5-11 kits			\$ 200.79
	12 or more kits			\$ 194.16
For award purposes - TOTAL PRICE FOR ITEM #3				N/A \$

Silicone Sealant

*Estimated, quantities are unknown

4	Silicone Sealant (One-quart tube)			
	Award for low-bid on item number three will be calculated using the total price for the sum of all unit price ranges.			
	1-25	EACH	FOB ANY NDDOT DISTRICT See attached district location listing	\$ 18.26
	26-75			\$ 18.24
	76-100			\$ 18.22
100+	\$ 18.20			
For award purposes - TOTAL PRICE FOR ITEM #4				\$

ANY ALTERATIONS OR CORRECTIONS MADE TO THE UNIT OR TOTAL PRICE MUST BE INITIALED BY THE BIDDER. FAILURE TO DO SO MAY BE CAUSE FOR BID REJECTION.

Bidder CW

Amendment No. 2

To: ALL INTERESTED SUPPLIERS
From: North Dakota Department of Transportation
Date: August 2, 2018
Re: Amendment to RFB 750-00-18-050, Bridge Deck Preservation Products

Questions pertaining to this solicitation have been asked and this solicitation is amended as follows:

Question 1:

Do you have a timeline on when they need the material?

Answer 1:

Material must be ready to deliver upon finalized contract and received within normal delivery time after receipt of purchase order. All quantities may not be ordered in 2018.

Vendors are instructed to acknowledge receipt of and compliance with this amendment by signing below and returning this acknowledgement with your bid or proposal.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

Sean Lackner, Procurement Officer
PHONE: 701-328-2571
FAX: 701-328-0310
E-MAIL: selackner@nd.gov

By my signature below, I hereby acknowledge receipt of and compliance with this amendment to the above referenced solicitation.

PRINTED NAME OF BIDDER OR OFFEROR <u>and</u> TITLE	
Trevor Kringle - Estimating	
SIGNATURE	DATE
	8/27/18



ISO 9001 CERTIFIED



VOC Regulatory Compliance:



TK-TRI-SILANE 590-100

Deep Penetrating Water Repellent

Item No. TK-590-100

PRODUCT DESCRIPTION

TK-590-100 is a clear, one-component, high performance, deep penetrating 100% silane water repellent for concrete and masonry. Through the process of hydrolysis, TK-590-100 chemically bonds with the surface to form a protective barrier that is far superior to traditional penetrating water repellents.

Features:

- Forms a chemical, and permanent, bond with the substrate to provide ultimate protection against damage due to water and deicing chemical intrusion, acid rain, freeze/thaw exposure, airborne dirt, smog, industrial fumes and most other atmospheric chemicals.
- Reduces staining due to motor oils, greases and food.
- Deep penetrating to eliminate surface moisture which can lead to spalling, freeze damage and rebar corrosion.
- Outperforms typical water repellents which can only bond physically with the surface and thus provide marginal protection.
- The coating is colorless, non-staining and non-yellowing.

USES:

Suitable for vertical or horizontal use on new or existing above-grade surfaces. Use to protect any concrete, burnish block, brick, CMU, single wythe, masonry or cementitious surface. Ideal applications include parking garages and structures, ramps and barriers and showroom, food court, warehousing and stadium flooring.

APPLICATION PROCEDURES:

PREPARATION:

Before using this product, read the Safety Data Sheet for complete safety information.

All surfaces to be treated must be clean and structurally sound. Thoroughly clean surfaces to remove all grease, oils, form oils or other contaminants using waterblast, sandblast or shotblast methods. Best results are obtained by applying TK-590-100 to dry surfaces. It is recommended that surface temperatures be 35°F or above at the time of application to ensure that surfaces are frost-free.

Existing Concrete preparation - Unsound concrete should be removed and cracks or deteriorated areas repaired prior to application. Surfaces may need to be mechanically abraded to achieve maximum penetration.

New Concrete preparation - Water cure fresh concrete. As a standard procedure, allow new concrete to thoroughly cure (usually between 14-28 days) following placement before applying this product.

A test patch should always be performed to determine proper results and coverage rates prior to application.

TECHNICAL DATA

% Actives:	100%
Flash Point:	125°F
VOC Content:	< 400 g/l
A.I.M. Category:	Waterproofing Sealers and Treatments

APPLICABLE STANDARDS

- ASTM 672-76: Freeze/Thaw Cycle
- ASTM 642-75: Water Absorption
- AASHTO T-260-78: Chloride Penetration
- NCHRP #244, Series II & IV: Chloride Ion Intrusion

TYPICAL PROPERTIES

TK-590-100 is characterized by the following properties:

- Excellent penetration
- High alkali resistance and suitability for either alkaline or neutral substrates
- Provides resistance against traffic abrasion
- Low volatility
- Dries tack free
- Provides early water repellency while allowing interior moisture to escape without damaging the sealer
- Exhibits droplet effect
- Will not etch glass

MIXING:

The material is ready for use and requires no mixing or dilution. It is unlawful to further dilute with non-exempt solvents.

APPLICATION:

Apply by roller, brush or industrial spray. Ensure complete coverage and saturation by maintaining surface moisture briefly. Any puddles should be broomed out. When applying to vertical surfaces, apply a light spray to break the surface tension of the wall and follow immediately with a flood coat. Apply horizontally with plenty of overlap and enough material to cause a 6-8" run-down. Fully saturate all mortar joints.

DRYING TIME:

Drying times will vary depending on application rate, temperature, humidity, and project conditions. Restrict foot and vehicular traffic until the surface appears dry and does not track - between one half-hour and four hours - at 77°F (25°C).

CLEAN UP:

Clean tools, equipment and spills with TK-00 XYLENE*.

COVERAGE:

The recommended coverage rate for most concrete substrates is 250-400 square feet per gallon. Very porous surfaces may require two coats.

Coverage rates are provided as a guideline only. Many factors including surface texture, porosity and weather conditions will determine actual coverage rates.

MAINTENANCE:

If wear patterns occur, TK-TRI-SILANE 590-100 may be reapplied to affected areas.

LIMITATIONS:

- Do not use below-grade or under hydrostatic pressure.
- Do not apply if wet or inclement weather are anticipated within 4 hours of application.
- Only apply to structurally sound surfaces as this product will not prevent water penetration fully when applied to cracked or unsound surfaces.
- Cover adjacent surfaces with a drop cloth or tarp to prevent damage.
- The typical usable temperature range of this product is 20°F-90°F.
- Use with adequate ventilation.
- Not suitable for use on gypsum.

FIRST AID:

- Consult this product's safety data sheet for additional health and safety information. Safety Data Sheets are available through TK distributors, the TK office and the TK website.

AVAILABILITY:

TK-TRI-SILANE 590-100 is available through TK Distributors. Contact TK Products for the nearest distributor.

Packaged in 240-gallon totes, 55-gallon drums, 5-gallon pails and 1-gallon cans.

FOR PROFESSIONAL USE ONLY

NOTES:

*TK-00 XYLENE must be purchased separately

02/18 Last Rev. 12/17

CONDITIONS OF SALE/ LIMITED WARRANTY

TK Products, division of the Sierra Corporation, warrants that its products conform to the label descriptions, are free from manufacturing defects, and are fit for the ordinary purposes for which such goods are used. Inasmuch as the use of TK Products' product by others and other factors affecting product performance are beyond TK Products' control, TK Products does not guarantee the results to be obtained. There are no warranties except as stated herein, either express or implied, including implied warranties of merchantability or fitness for a particular purpose. SHOULD ANY TK PRODUCTS' PRODUCT FAIL TO GIVE SATISFACTORY RESULTS, TK PRODUCTS WILL REPLACE THE PRODUCT, OR AT ITS OPTION, REFUND THE PURCHASE PRICE. THIS IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OF TK PRODUCTS' PRODUCTS TO PERFORM AS WARRANTED AND SHALL ALSO CONSTITUTE LIQUIDATED DAMAGES IN CASE OF LOSS. UNDER NO CIRCUMSTANCES SHALL THE BUYER BE ENTITLED TO ANY OTHER REMEDY OR DAMAGES. REMEDIES FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED. TK Products does not authorize any person to assume for it any other liability in connection with the sale or use of its products unless specifically authorized by TK Products in writing.

TK DISCLAIMER:

Every effort has been made to ensure the accuracy of the above information and to avoid infringement of any patent or copyright. The information is based on field tests by government and private agencies, as well as lab tests, and on technical data from raw material manufacturers. The person(s) specifying or requesting the use of these products is responsible for assuring their suitability for a specific use, as well as the proper application of the products. Where there is any question as to the suitability of a particular product, a small test patch is recommended. See also CONDITIONS OF SALE/ LIMITED WARRANTY (Section 7) above.



TK Products Construction Coatings

11400 West 47th Street Minnetonka, MN 55343
800-441-2129 toll free | 952-938-8084 fax | www.tkproducts.com



TK-BRIDGE DECK & CRACK SEALER 2110

Epoxy Sealer for Concrete Bridge Decks

Item No. TK-2110

PRODUCT DESCRIPTION

TK-2110 BRIDGE DECK & CRACK SEALER is a VOC compliant, low viscosity, solvent-free, two-component, gravity-fed crack and deck sealer designed specifically for Department of Transportation (D.O.T.) projects. May be used as a safer alternative to hazardous methylmethacrylates.

Features

- Ultra low viscosity for penetrating hairline cracks up to 0.1 mm in width (.004 inches).
- Fast turn-around times and shorter traffic delays; surfaces may be reopened to traffic in just 4 hours (at 72°F).
- Protects the surface from chloride chemical attack as well as abrasion, acids, alkali, petroleum and salt spray.
- When topcoated with silica sand, provides skid resistance for safer surfaces.

USES:

Suitable for exterior use on new or existing horizontal concrete bridge decks and parking structures.

APPLICATION PROCEDURES

PREPARATION:

Please note that it is the responsibility of the user to ensure proper application by following all preparation, mixing and application guidelines. Jobsite visits by TK representatives are meant as a source of technical recommendation only, and do not qualify as project supervision or quality management.

The user should be familiar with the application instructions found on the container's label and should have read the material safety data sheet in its entirety prior to using this product.

Minimum age of concrete surfaces is 21-28 days, depending on curing and drying conditions. Surfaces must be dry and free of foreign materials. Sandblasting, shot blasting or water blasting methods should be employed to remove any such materials and prepare the surface for application.

Cracks should be blown clean by compressed air. Any cracks greater than 1/8" in width should be treated individually by filling with dry silica sand, then applying a small amount of TK-EPOXY CRACK FILLER 9000 overtop with a paint brush.

MIXING:

- 1) Mixing ratio for the two components in 4:1 by volume.
- 2) Components "A" and "B" are supplied in separate, pre measured containers and should be mixed individually using a power mechanical mixer.
- 3) The two components should then be combined together by pouring the entire contents of component "B" into component "A" and mixing for 2-3 minutes.

TECHNICAL DATA

Solids (%):	100
Viscosity (mixed):	124 cps
Flash Point:	> 200°F
Pot-life (@ 70°F):	35 minutes
Shelf Life:	2 years in original, unopened container
Storage Conditions:	Store material in a dry area out of direct sunlight, between 50-90°F (4-32°C)
VOC Content:	< 10 g/l
A.I.M. Category:	Waterproofing Sealers and Treatments Maximum VOC 600 g/l
Applicable Standards:	- ASTM D-638 Tensile Strength and Elongation - ASTM D-695 Compressive Strength - ASTM D-570 Water Absorption - ASTM D-2566 Linear Coefficient of Shrinkage - ASTM C-881 Bond Strength: Type I, II, and IV & V Grade 1, Classes B & C - AASHTO M235: Type I, II, and IV & V Grade 1, Classes B & C

4) Make certain to scrape the sides of the container clean while mixing.

5) Whenever preparing multiple kits of material, mix only the amount that can be used within the pot life of the material.

APPLICATION:

Once mixed, **immediately** pour the entire contents of the epoxy onto the surface and begin to distribute by evenly spreading with a squeegee or roller. Apply this product to one small section of the surface at a time and at a prompt pace as this will substantially prolong (up to 1 hour) the pot life and working time of the material. Allow the epoxy to pond over cracks but do not allow it to settle into tynes. Broom out any excess epoxy from the surface and sweep it out of tynes. Let the material saturate the substrate for 10 minutes, then move on to the next section by squeegeeing it onto the next surface and repeating the process. Do not over apply TK-2110 BRIDGE DECK & CRACK SEALER.

If silica sand is to be used as a topcoat, it should be broadcast immediately once the epoxy has been spread across the entire surface area and before it has had a chance to cure. If a recoat is needed, it should be applied within 24 hours of the original application.

For added traction and skid resistance, TK Products recommends the use of 30 mesh aggregate (dry) to be broadcast at a rate of approximately 4-lbs./100 square feet into the resin before it has cured. Aggregate may be broadcast by hand throwing or by spreader. Excessive loose aggregate must be removed before reopening the surface to traffic.

COVERAGE:

Typical coverage rate is 100-200 square feet per gallon, however this rate can fluctuate based on the substrate, surface profile and the amount of crack in the concrete.

Coverage rates are provided as a guideline only. Many factors including surface texture, porosity and weather conditions will determine actual coverage rates.

APPROXIMATE TACK FREE TIME
(Ambient and Substrate Temperature)

Temperature	55°F (12.8°C)	65°F (18.3°C)	75°F (23.9°C)	85°F (29.4°C)
Tack Free	> 11 + hr	7.5 hr	5.5 hr	3 hr

CLEAN UP:

Clean equipment, tools and spills with an aromatic solvent such as TK-00 XYLENE* before the material dries. Dried material may be removed using an epoxy stripper.

LIMITATIONS:

- TK-2110 BRIDGE DECK & CRACK SEALER is a film and will eventually wear off the surface due to surface abrasion. However any cracks that were treated will remain unaffected.
- Do not use this product if air or substrate temperatures are below 50°F or will fall below this level within 24 hours of application.
- Do not mix previously catalyzed material with fresh material.
- Minimum age of concrete surfaces is 21-28 days, depending on curing and drying conditions.

FIRST AID:

- Consult this product's safety data sheet for additional health and safety information. Safety Data Sheets are available through TK distributors, the TK office and the TK website.

AVAILABILITY:

TK-2110 BRIDGE DECK & CRACK SEALER is available through TK Distributors. Contact TK Products for the nearest distributor. Packaged in pre measured 1-gallon, 5-gallon and 50-gallon kits.

Kit Contents:

- 1-gallon kit: 1-short filled gallon (Component "A") + 1-short filled quart (Component "B")
- 5-gallon kit: 1-short filled 5-gallon pail (Component "A") + 1-short filled gallon (Component "B")
- 50-gallon kit: 1-short filled 55-gallon drum (Component "A") + 2 5-gallon pails (Component "B")

Contact your TK representative for silica sand availability/recommendations.

FOR PROFESSIONAL USE ONLY

NOTES:

*TK-00 XYLENE must be purchased separately

CONDITIONS OF SALE/ LIMITED WARRANTY

TK Products, division of the Sierra Corporation, warrants that its products conform to the label descriptions, are free from manufacturing defects, and are fit for the ordinary purposes for which such goods are used. Inasmuch as the use of TK Products' product by others and other factors affecting product performance are beyond TK Products' control, TK Products does not guarantee the results to be obtained. There are no warranties except as stated herein, either express or implied, including implied warranties of merchantability or fitness for a particular purpose. SHOULD ANY TK PRODUCTS' PRODUCT FAIL TO GIVE SATISFACTORY RESULTS, TK PRODUCTS WILL REPLACE THE PRODUCT, OR AT ITS OPTION, REFUND THE PURCHASE PRICE. THIS IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OF TK PRODUCTS' PRODUCTS TO PERFORM AS WARRANTED AND SHALL ALSO CONSTITUTE LIQUIDATED DAMAGES IN CASE OF LOSS. UNDER NO CIRCUMSTANCES SHALL THE BUYER BE ENTITLED TO ANY OTHER REMEDY OR DAMAGES. REMEDIES FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED. TK Products does not authorize any person to assume for it any other liability in connection with the sale or use of its products unless specifically authorized by TK Products in writing.

TK DISCLAIMER:

Every effort has been made to ensure the accuracy of the above information and to avoid infringement of any patent or copyright. The information is based on field tests by government and private agencies, as well as lab tests, and on technical data from raw material manufacturers. The person(s) specifying or requesting the use of these products is responsible for assuring their suitability for a specific use, as well as the proper application of the products. Where there is any question as to the suitability of a particular product, a small test patch is recommended. See also CONDITIONS OF SALE/ LIMITED WARRANTY (Section 7) above.

03/18v.2 Last Rev. 01/17



TK Products Construction Coatings

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Spectrem® 800/900SL

Single-Component, Moisture-Cure, Silicone Sealants for Highway and Parking Applications

Product Description

Spectrem® 800 and Spectrem® 900SL are single-component, moisture-cure low-modulus, high-movement, gun-grade, parking structure and highway joint sealants. Spectrem 900SL is self-leveling.

Basic Uses

Spectrem 800 and Spectrem 900SL are formulated for highway, airport and bridge joints, and parking structures where high movement occurs.

Features and Benefits

- Low modulus and high movement characteristics make this product suitable for sealing the most demanding dynamically moving joints typical of highway and bridge construction.
- No mixing required, so product is always ready to use for immediate application with conventional caulking or highway sealing equipment
- Spectrem 900SL is self-leveling for easy installation on horizontal surfaces.

Availability

Immediately available from your local Tremco Field Representative, Tremco Distributor or Tremco Warehouse.

Packaging

Quart cartridges (850 mL)
4.5-gal (17.1-L) pails

Colors

Limestone

Special colors available upon request. Minimum order requirements exist for special colors.

Limitations

- Do not apply to damp or contaminated surfaces.
- Use with adequate ventilation.
- Not intended for continuous water immersion.

Substrate Preparation

For good adhesion, the joint interface must be sound, clean and dry. Portland cement joints should be freshly saw-cut or sand-blasted and blown clean with oil free compressed air.

Application

Spectrem 800/Spectrem 900SL are easy to apply with conventional caulking or highway sealing equipment. Fill joint while maintaining recess and tool. At 75 °F (23.9 °C), 50% RH, a durable skin will form within 60 minutes.

Backer Rod

Joint Width	1/4"	3/8"	1/2"	3/4"	1"
Recessed Below Surface	3/8"	3/8"	3/8"	3/8"	3/8"-1/2"
Sealant Thickness	1/4"	1/4"	1/4"	3/8"	1/2"
Backer Rod Diameter	3/8"	1/2"	5/8"	7/8"	1 1/4"
Total Joint Depth	1 1/8"	1 1/8" - 1 1/4"	1 1/4" - 1 3/8"	1 5/8" - 1 3/4"	2 1/4" - 2 3/8"

Joint Design

May be used in any joint design in accordance with accepted highway/ engineering practice. Spectrem 800 and Spectrem 900SL should be no thicker than 1/2" (12.7 mm) and no thinner than 1/4" (6.4 mm). Sealant accepts +100%/-50% of installed width; however, Tremco recommends joint movement design ±25% movement. Sealant surface should be not flush, 1/8" to 1/4" maximum below pavement surface.

Joint Backing

Closed-cell polyethylene backer rods are preferred as joint backing to control depth of sealant bead. Where depth of joint will prevent use of joint backing, an adhesive- backed polyethylene tape must be installed to prevent three-side adhesion. Joint backing must be dry at time of sealant application.

Clean Up

Tooling is recommended with Spectrem 800 immediately after application to ensure firm, intimate contact with the joint interface. For Spectrem 900SL, tooling is generally not required. Sealant should be recessed 3/8 to 1/2" below pavement surface. Cleaning can be accomplished with solvents such as IPA, Xylol, Toluene or MEK while sealant is in uncured state.

Warranty

Tremco warrants its Products to be free of defects in materials, but makes no warranty as to appearance or color. Since methods of application and on-site conditions are beyond our control and can affect performance, Tremco makes no other warranty, expressed or implied including warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, with respect to Tremco Products. Tremco's sole obligation shall be, at its option, to replace, or refund the purchase price of the quantity of Tremco Products proven to be defective and Tremco shall not be liable for any loss.

Please refer to our website at www.tremcosealants.com for the most up-to-date Product Data Sheets.

NOTE: All Tremco Safety Data Sheets (SDS) are in alignment with the Globally Harmonized System of Classification and Labelling of Chemicals (GHS) requirements.

Spectrem® 800/900SL

Single-Component, Moisture-Cure, Silicone Sealants for Highway and Parking Applications

TYPICAL PHYSICAL PROPERTIES

PROPERTY	SPECTREM ® 800	SPECTREM ® 900SL
Flow, Sag or Slump	Nil	Self-leveling
Extrusion Rate	20 to 35 sec/20 g at 60 psi	10 to 14 sec/20 g at 60 psi
Specific Gravity	1.35	1.3
Skin-over time, at 77 °F, 50% RH	30 to 60 min	30 to 80 min
Tack-Free time, at 77° 50% RH	60 to 90 min	
Cure time, at 77 °F, 50% RH	7 to 14 Days	14 Days
Full adhesion, at 77 °F, 50% RH	14 to 21 Days	14 to 21 Days
As Cured - 25 °C (77 °F), 50% RH	21 Days Cured	7 Days Cured
Elongation	1000%	1000%
Modulus, at 100% psi maximum	15 to 30	
Shore A	15	
Joint movement capability, +100/-50%, 10 cycles	No Failure	No Failure
Adhesion to concrete, minimum percent elongation	plus 500%	plus 600%
Adhesion to asphalt, minimum percent elongation		plus 600%

Applicable Standards

STANDARD	SPECTREM ® 800	SPECTREM ® 900SL
ASTM C920	✓	✓
ASTM D5893	✓	✓
U.S. Federal Specification TT-S-00230C (COM-NBS), Type I, Class A		✓
U.S. Federal Specification TT-S-00230C (COM-NBS), Type II, Class A	✓	
U.S. Federal Specification TT-S-001543 (COM-NBS), Class A	✓	
U.S. Federal Specification TT-S-001543A (COM-NBS), Class A		✓
U.S. Federal Specification SS-S-200E	✓	
CAN/CGSB-19.3-M87	✓	✓
MCG-2-40-B-N	✓	✓

0418/SP800-900SLDS-ST

Tremco Commercial Sealants & Waterproofing

3735 Green Rd
Beachwood OH 44122
216.292.5000 / 800.321.7906

1451 Jacobson Ave
Ashland OH 44805
419.289.2050 / 800.321.6357

220 Wicksteed Ave
Toronto ON M4H1G7
416.421.3300 / 800.363.3213

1445 Rue de Coulomb
Boucherville QC J4B 7L8
514.521.9555



**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50181364**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Prairie Supply, Inc, hereinafter known as the Contractor, whose address is 524 7th Ave NE, Fargo, ND 58078.

WHEREAS, the parties entered into a contract on 08/30/2018; and

WHEREAS, the contract was competitively bid and awarded to the Contractor; and

WHEREAS, the Contractor has performed satisfactorily under the terms of the contract; and

WHEREAS, the Contractor has expressed a willingness to extend the term of the above-referenced contract for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through February 28, 2021.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Kari Wehri
NAME (TYPE OR PRINT)
[Signature]
SIGNATURE

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Prairie Supply
COMPANY NAME
Chris Wehri
OFFICER'S NAME (TYPE OR PRINT)
[Signature]
SIGNATURE
VP
TITLE
2-3-20
DATE

WITNESS:

Sandra Grebel
NAME (TYPE OR PRINT)
[Signature]
SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Ronald J. Henke
DIRECTOR (TYPE OR PRINT)
[Signature]
SIGNATURE
2/20/2020
DATE

[Handwritten initials]

APPROVED as to substance by:

Brod Dgar
DIVISION DIRECTOR (TYPE OR PRINT)
[Signature]
SIGNATURE
2-18-2020
DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03

APPROVED as to execution this
19 day of February 2020
ATTORNEY GENERAL
By [Signature]
SPECIAL ASST. ATTORNEY GENERAL

