



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 765073  
**Solicitation Description:** 012108100 - ROADWAY SETTLEMENT STABILIZATION  
**Proc Type:** Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-04-26 14:30	SR 0803 ESR04222100000007240	1

**VENDOR**  
 000000185485  
 URETEK USA INC

**Solicitation Number:** ARFQ 0803 DOT2100000038  
**Total Bid:** 127750  
**Response Date:** 2021-04-23  
**Response Time:** 11:57:31  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Tina L Lewis  
 304-414-6859  
 tina.l.lewis@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	EXPANSIVE POLYURETHANE MATERIAL	12100.000	LB	7.500000	90750.00

Comm Code	Manufacturer	Specification	Model #
72152700			

**Commodity Line Comments:**

**Extended Description:**

contract for undersealing and slabjacking concrete pavement, as needed, utilizing a two-part 1:1 by volume, water resistant, high density polyurethane method

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	INJECTION PRICE (IF NOT INCLUDED IN EXPANSIVE POLYURETHANE)	1500.0000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72152700			

**Commodity Line Comments:**

**Extended Description:**

contract for undersealing and slabjacking concrete pavement, as needed, utilizing a two-part 1:1 by volume, water resistant, high density polyurethane method

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	MOBILIZATION FEE	3.00000	EA	5000.000000	15000.00

Comm Code	Manufacturer	Specification	Model #
72152700			

**Commodity Line Comments:**

**Extended Description:**

contract for undersealing and slabjacking concrete pavement, as needed, utilizing a two-part 1:1 by volume, water resistant, high density polyurethane method

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	EMERGENCY MOBILIZATION FEE	1.00000	EA	20000.000000	20000.00

Comm Code	Manufacturer	Specification	Model #
72152700			

**Commodity Line Comments:**

**Extended Description:**

contract for undersealing and slabjacking concrete pavement, as needed, utilizing a two-part 1:1 by volume, water resistant, high density polyurethane method

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	2 YEAR WARRANTY WITH DCP	4.00000	EA	500.000000	2000.00

Comm Code	Manufacturer	Specification	Model #
72152700			

**Commodity Line Comments:**

**Extended Description:**

contract for undersealing and slabjacking concrete pavement, as needed, utilizing a two-part 1:1 by volume, water resistant, high density polyurethane method

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS  
(Agency Delegated Procurements Only)**

**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.

**2A. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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.

**3. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

### **3A. BID SUBMISSION**

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

**4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. 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.

**5. 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.

**6. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation 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.

[ ] This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**7. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions,  
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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.

**8. 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.

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

**10. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**10A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

**12. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in vOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

**13. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**14. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

**GENERAL TERMS AND CONDITIONS:  
(Agency Delegated Procurements Only)**

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

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

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

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

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

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

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

**2.6. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

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

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



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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and the initial contract term extends until \_\_\_\_\_.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

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

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

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

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

**Other:** See attached.

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

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

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

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

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

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

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

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

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

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

**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 Agency prior to Contract award.

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

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

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
\_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per  
occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:  
\_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not  
required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:  
\_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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

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

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[ ] \_\_\_\_\_ for \_\_\_\_\_

[ ] Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

**17. 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.

**18. CANCELLATION:** The State 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 Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules

§ 148-1-5.2.b.

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

**20. 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.

**21. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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 and any other government agency or office that may be required to approve such assignments.

**27. 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.

**28. 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.

**29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>

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

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

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

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

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

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. 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.

**35. 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.

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

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

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

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

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

**39. 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.

**40. 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,

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or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. 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 Revised 02/10/2021

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.

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

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: \_\_\_\_\_

Contractor's License No.: WV- \_\_\_\_\_

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document

**2. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**2A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**3. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**ADDITIONAL TERMS AND CONDITIONS  
(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.


**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

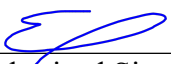
**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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

  
\_\_\_\_\_  
(Name, Title)  
\_\_\_\_\_  
(Printed Name and Title)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
\_\_\_\_\_  
(E-mail address)

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

\_\_\_\_\_  
(Company)

 Edward Hibbard, SVP  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:**

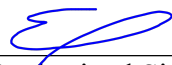
Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt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

\_\_\_\_\_  
Company

 \_\_\_\_\_  
Edward Hibbard, SVP  
Authorized Signature

\_\_\_\_\_  
Date

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

REQUEST FOR QUOTATION  
PO# 012108100 Roadway Settlement Stabilization

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways – District One to establish an open-end contract for undersealing and slabjacking concrete pavement, as needed, utilizing a two-part 1:1 by volume, water resistant, high density polyurethane method. District One consists of Boone, Clay, Kanawha, Mason and Putnam counties.

Work shall consist of soil densification to strengthen base and sub-base soils under flexible asphalt, concrete, or composite pavement, and structures such as bridge approaches with sleeper slabs, by furnishing and injecting expansive polyurethane material into the foundation soils beneath the pavement through holes or injection tubes inserted into drilled holes at locations and depths, as shown on the plans or as directed by the Engineer, while monitoring for movement at the surface. If necessary, injection of material shall continue as needed to lift the pavement to grade.

- 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 3.1 below and on the Pricing Pages.

**2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

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

**2.4 “WVDOH”** used throughout this Solicitation means the West Virginia Division of Highways.

**2.5 “ASTM”** used throughout this Solicitation means American Society for Testing and Materials. Reference: [www.astm.org](http://www.astm.org)

**2.6 “ANSI”** used throughout this Solicitation means American National Standards Institute Manual. Reference: [www.ansi.org](http://www.ansi.org)

**2.7 “OSHA”** used throughout this Solicitation means Occupational Safety and Healthy Administration. Reference: <https://www.osha.gov/>



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2.8 “Contractor” or “Vendor” used throughout this Solicitation are interchangeable.

**3. GENERAL REQUIREMENTS:**

**3.1 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.

**3.1.1 High Density Polyurethane Material:**

Prior to the start of work, provide a supplier certification with each shipment for review. Certify that the material conforms to the following requirements for property test results and properties listed in this section:

PROPERTY	TEST	RESULTS
Density, lbs./cu. ft.	ASTM D-1622	3.8 - 4.2
Compressive Strength, psi (min.)	ASTM D-1621	60
Tensile Strength, psi (min.)	ASTM D-1623	90
Shear Strength, psi (min.)	ASTM C-273	45
Flexural Strength, psi (min.)	ASTM D-790	90
Closed Cell content (%)	ASTM D-1940	+85

High-density polyurethane shall reach 90% compressive strength within 30 minutes of injection. The material used shall be a two-part 1:1 by volume HDPF: URETEK 486 STAR or approved equal. The material shall be water blown, not chemical blown. The material shall be a polyurethane-forming mixture, having a water insoluble diluent, which permits the formation of polyurethanes in excess water. The presence of these water insoluble diluents provides polyurethane foam with improved dimensional stability properties. The presence of a water insoluble diluent and the characteristics and properties listed above must be certified by the manufacturer. The certification shall be submitted with the bid documents.

The polymer must pass the NYSDOT Panel Test for hydro-insensitivity. See Exhibit B for description and requirements of this testing procedure. Contractor must submit a certificate from an independent testing lab under the supervision and review of a licensed Professional Engineer certifying that the polyurethane material meets or exceeds the limits set forth in the panel test specification. The certification from the third-party testing lab shall be submitted with the bid documents.

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**3.1.2 Non-Shrink Grout to Patch Drill Holes:**

Supplied by an approved manufacturer and used within the shelf life and temperature limitation set by the manufacturer.

**3.1.3 Equipment Requirements:**

**3.1.3.1 Portable Dynamic Cone Penetrometer (DCP):** Contractor is to provide a portable DCP for on-site soils investigation to assist in location and depth of weak foundation soils and determination of correct injection pattern and injection elevations through tubes to densify weak soils. The DCP is to be a Pagani DPM 30 or similar, capable of taking readings up to 30 feet below grade. Dynamic cone penetrometer testing may be required as directed by the Engineer to confirm existing sub-grade soil conditions. The Contractor shall submit with the bid documents the name, model number, and a description of the DCP unit that they will use on projects.

**3.1.3.2 Pumping Units:** As a minimum, 3 trucks in the equipment fleet, each with 2 mounted pumping units capable of injecting the polyurethane material at a controlled rate into the aggregate base, subbase, or foundation soils to the required depth(s). Ensure the pumping units are equipped with certified flow meters to precisely measure the amount of each component injected, so that the 1:1 ratio by volume is maintained for quality control and a certified volume of injected polymer material obtained for proper payment. Ensure that the units are equipped with pressure and temperature control devices capable of maintaining proper temperature and proportionate mixing of the two chemical components. The Contractor shall submit with the bid documents an equipment list including the VIN number and license plate numbers of all their production trucks, and the VIN number and license plate numbers of any other equipment that may be used on projects.

**3.1.3.3 Drills:** Pneumatic or electric drills are required, capable of efficiently drilling 5/8" injection holes through the pavement without damaging the structural integrity of the existing pavement as per the Drawings, or as indicated on the Field Quality Control plan, as approved by the Representative.

**3.1.3.4 Equipment for Monitoring Movement:** Contractor must supply satisfactory equipment such as rotating laser levels and receivers to

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monitor movement of pavement to within 1mm, to verify that the injected voids and base material have been properly densified and to ensure proper lift of pavement to grade if required. Supply satisfactory differential fault meters to monitor movement of bridge approach at abutment walls and for correction of faulted jointed pavement. Supply satisfactory horizontal movement monitoring equipment when injecting in the vicinity of MSE walls.

### 3.1.4 Procedure

**3.1.4.1 Drilling Holes and Installation of Injection Tubes:** Drill injection holes in the pattern shown on the Standard Drawings, or as indicated on the Field Quality Control plan, as approved by the Representative. Drill 5/8" diameter holes, vertical and round, and to a depth indicated on the approved Field Quality Control plan.

**3.1.4.2 Mixing:** Using the flow meters, a quality check shall be performed on the ratio of the two-part chemical system. The part A (Resin) to the part B (ISO) ratio by volume should be 1:1. Prior to performing the work each day, the contractor shall reset the flow meters on the pumping units to zero. The contractor shall perform a test shot of material from 1 injection gun at a time with a minimum of 0.5 gallons of each material, comparing the digital output in gallons of resin to the gallons of ISO to determine the injected ratio. If the ratio is less than 0.95 or greater than 1.05, the system is to be checked for problems, adjusted, and the ratio rechecked until a proper ratio is assured. Contractor shall repeat the quality check for all the injection guns to be used on the project. The Contractor shall submit with other bid documents the most recent calibration documents for the flow meters.

**3.1.4.3 Pavement Foundation Soil Stabilization:** Inject the high-density polyurethane material through holes, beneath the pavement to the prescribed depth or depths. Control the stabilization of the concrete by regulating the rate of injection of the material. Continuously monitor for movement of the pavement. Pavement is sufficiently stabilized when movement

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of the pavement is detected. Injection may continue as needed to lift the pavement to grade. If no vertical movement has occurred, the Representative may direct the Contractor to cease injecting.

**3.1.4.4 Hole Patching:** Push down or drill out injection tubing down 3” below the pavement surface and install a rapid set, non-shrink patching material into the drilled-out hole. Strike patches flush with the surface of the surrounding pavement.

**3.1.4.5 Opening to Traffic:** Injected pavement may be opened to traffic within 30 minutes of final injection of polyurethane material as material is at a minimum 90% strength within 30 minutes. Pavement shall be free of debris and swept clean prior to opening to traffic.

**3.1.4.6 Mobilization:**

**3.1.4.6.1 Standard Projects:** The awarded Contractor must have at least two qualified crews readily available for deployment to work in multiple locations simultaneously. The vendor shall have 14 working days to perform all work and operations necessary to load and unload equipment, move personnel, supplies and incidentals to and from the project site to accomplish all other miscellaneous associated work items or operations that must be performed, including cost that must be incurred, to mobilize and begin work on a standard project.

**3.1.4.6.2 Emergency Projects:** The vendor shall have 48 hours or an agreed upon timeframe between the WVDOH and the Contractor to perform all work and operations necessary to mobilize and begin work on an emergency project including all of the same procedures as a standard project listed in Section 3.1.4.6.1.

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If the equipment can be transported under its own power to an adjacent site within a reasonable distance, as agreed upon by the WVDOH and the Contractor, mobilization/demobilization will not be paid by the WVDOH for the second site.

### 3.2 Contractor's Experience and Personnel Requirements

**3.2.1** The Contractor and his personnel shall meet the following requirements listed in this section. The awarded Contractor must have at least two qualified crews readily available for deployment to work in multiple locations simultaneously.

3.2.1.1 Contractor must assign a crew supervisor that has at least 3 years of experience in stabilization of pavement foundation soils by injecting two-part 1:1 by volume expansive polymers through holes or tubes into soils, while monitoring at the surface for movement to demonstrate sufficient densification of the soils. The Contractor shall submit with the bid documents a list of all supervisors, lead man, and technicians with their years of experience. Failure to do so will result in a disqualified bid.

3.2.1.2 Crews shall have a minimum of 1 supervisor, 1 lead man, 1 technician, and 1 helper.

3.2.1.3 The Contractor, as well as the project supervisor, proposed for the project must have a minimum 3 years of experience injecting 1:1 by volume, two-part, expansive polymers through holes while monitoring at the surface of the pavement for movement to demonstrate sufficient stabilization. As part of the bid submittal, the Contractor shall submit evidence of prior experience: 3 awarded contracts by separate State DOT clients for each of the previous 3 years.

3.2.1.4 The Contractor must have as an employee of the company, a licensed professional engineer (P.E.) with a minimum of 3 years of experience in stabilization of pavement by injecting 1:1 by volume, two-part, expansive polymers through tubes,

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into soils while monitoring at the surface of the pavement for movement to demonstrate sufficient stabilization of the pavement. The Contractor shall submit with the bid documents the name, hire date, and resume of the registered professional engineer.

### 3.3 Safety Requirements

- 3.3.1 The Contractor must have a comprehensive Safety Manual pertaining to the equipment, material, and process, demonstrating capability of safely conducting the work specific to undersealing and stabilizing pavement with a two-part, 1:1 by volume polymer.
- 3.3.2 The Contractor shall be responsible for meeting all federal, state and local safety code requirements including OSHA, WV OSHA and accepted industry standards requirements.
- 3.3.3 The Contractor's staff/crew shall obey all traffic and safety rules and regulations and shall not create any hazardous conditions with the operation of the equipment. All Contractor supplied equipment, tools and personal safety equipment shall meet or exceed the safety standards specified for such items by ANSI Z133.1-1994.
- 3.3.4 All staff/crew shall wear approved hard hat, protective clothing, ANSI approved safety vests and any other requirements to meet OSHA standards.

## 4. CONTRACT AWARD:

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. Vendor must be able to do work in all counties of District One: Boone, Clay, Kanawha, Mason and Putnam counties.

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- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing a Unit price per item. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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.

**Each unit price shall include labor, equipment, materials and incidental costs associated with the Contract Item being bid.**

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Crystal.G.Hustead@wv.gov](mailto:Crystal.G.Hustead@wv.gov).

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form 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. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment will be based on pounds as measured by certified flow meters on each of the two chemical components and totaled to indicate total pounds of material. Mobilization should be listed separately or indicated they are included in the "per pound price". If drilling holes and incidentals are not included in the "per pound price", they should be listed separately as well.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 14 working days or an agreed upon acceptable date by the WVDOH and Vendor. Vendor shall deliver emergency orders within 48 hours or an agreed upon acceptable date by the WVDOH and Vendor. Vendor shall ship all orders in accordance with the above schedule and

REQUEST FOR QUOTATION  
PO# 012108100 Roadway Settlement Stabilization

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shall not hold orders until a minimum delivery quantity is met.

Starting times and scheduled hours may vary and will be at the discretion of the WVDOH District Engineer. All work performed under this contract shall be performed Monday through Friday. Saturday and or Sunday work may be performed if approved in advance by the WVDOH District Engineer. Work will not be performed on any state or federal holiday unless approved by the WVDOH District Engineer.

- 6.2 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.

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

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

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



REQUEST FOR QUOTATION  
PO# 012108100 Roadway Settlement Stabilization

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**7. VENDOR DEFAULT:**

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION  
PO# 012108100 Roadway Settlement Stabilization


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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** [Dan Walizer](#)  
**Telephone Number:** (412) 770-7717  
**Fax Number:** (281) 351-0884  
**Email Address:** [dwalizer@uretekusa.com](mailto:dwalizer@uretekusa.com)

**PRICING PAGE - EXHIBIT A**  
**po#012108100/ DOT 21\*001**  
**ROADWAY SETTLEMENT STABILIZATION**

Item Number	Unit of Measure	Description	Unit Price	Estimated Quantity	Total Item Cost
1	POUND	EXPANSIVE POLYURETHANE MATERIAL	\$7.50	12,100	\$ 90,750 -
2	EACH	PRICE PER INJECTION (IF NOT INCLUDED IN PRICE PER POUND OF EXPANSIVE POLYURETHANE MATERIAL)	\$0	1500	\$ 0 -
3	EACH	MOBILIZATION FEE	\$5,000	3	\$ 15,000 -
4	EACH	EMERGENCY MOBILIZATION FEE	\$20,000	1	\$ 20,000 -
5	EACH	2 YEAR WARRANTY WITH DCP	\$500	4	\$ 2,000 -
<b>Total Bid Amount</b>					<b>\$127,750</b> <del>\$0.00</del>

<b>Vendor Information</b>	
<b>Company Name</b>	URETEK USA, Inc.
<b>Contract Manager</b>	Dan Walizer
<b>Address</b>	13900 Humble Road Tomball, TX 77375
<b>Phone Number</b>	(412) 770-7717
<b>Email</b>	dwalizer@uretekusa.com
<b>Signature</b>	 Edward Hibbard, SVP

STATE OF WEST VIRGINIA

Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 exceed 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: URETEK USA, Inc.

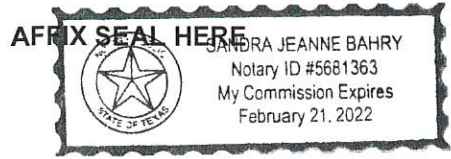
Authorized Signature: Edward Hibbard Date: 4/23/2021

State of Texas

County of Harris, to-wit:

Taken, subscribed, and sworn to before me this 23 day of April, 2021.

My Commission expires Feb. 21, 2022, 2022.



NOTARY PUBLIC Sandra Jeanne Bahry



**State of West Virginia  
Agency Request for Quote**

<b>Proc Folder:</b> 765073			<b>Reason for Modification:</b>
<b>Doc Description:</b> 012108100 - ROADWAY SETTLEMENT STABILIZATION			
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-04-12	2021-04-26 14:30	ARFQ 0803 DOT2100000038	1

**BID RECEIVING LOCATION**

FINANCE & ADMINISTRATION  
 DIVISION OF HIGHWAYS  
 BLDG 5, RM A-220  
 1900 KANAWHA BLVD E  
 CHARLESTON WV 25302  
 US

**VENDOR**

**Vendor Customer Code:** 000000185485  
**Vendor Name :** URETEK USA, Inc.  
**Address :** PO Box 1929 Tomball, TX 77377  
**Street :** 13900 Humble Road  
**City :** Tomball  
**State :** TX **Country :** USA **Zip :** 77375  
**Principal Contact :** Dan Walizer (412) 770-7717  
**Vendor Contact Phone:** (281) 351-7800 **Extension:** n/a

**FOR INFORMATION CONTACT THE BUYER**  
 Tina L Lewis  
 304-414-6859  
 tina.l.lewis@wv.gov

**Vendor Signature X**  Edward Hibbard, SVP **FEIN#** 42 - 1329866 **DATE** 4/22/2021

**All offers subject to all terms and conditions contained in this solicitation**

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON WV US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	EXPANSIVE POLYURETHANE MATERIAL	12100.00000	LB	\$7.50	\$90,750

Comm Code	Manufacturer	Specification	Model #
72152700			

**Extended Description:**

contract for undersealing and slabjacking concrete pavement, as needed, utilizing a two-part 1:1 by volume, water resistant, high density polyurethane method

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON WV US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	INJECTION PRICE (IF NOT INCLUDED IN EXPANSIVE POLYURETHANE)	1500.00000	EA	\$0	\$0

Comm Code	Manufacturer	Specification	Model #
72152700			

**Extended Description:**

contract for undersealing and slabjacking concrete pavement, as needed, utilizing a two-part 1:1 by volume, water resistant, high density polyurethane method

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON WV US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	MOBILIZATION FEE	3.00000	EA	\$5,000	\$15,000

Comm Code	Manufacturer	Specification	Model #
72152700			

**Extended Description:**

contract for undersealing and slabjacking concrete pavement, as needed, utilizing a two-part 1:1 by volume, water resistant, high density polyurethane method

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DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON WV US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	EMERGENCY MOBILIZATION FEE	1.00000	EA	\$20,000	\$20,000

Comm Code	Manufacturer	Specification	Model #
72152700			

**Extended Description:**

contract for undersealing and slabjacking concrete pavement, as needed, utilizing a two-part 1:1 by volume, water resistant, high density polyurethane method

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	2 YEAR WARRANTY WITH DCP	4.00000	EA	\$500	\$2,000

Comm Code	Manufacturer	Specification	Model #
72152700			

**Extended Description:**

contract for undersealing and slabjacking concrete pavement, as needed, utilizing a two-part 1:1 by volume, water resistant, high density polyurethane method

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTIONS DUE BY 10:00AM	2021-04-19



	Document Phase	Document Description	Page
DOT2100000038	Final	012108100 - ROADWAY SETTLEMENT STABILIZATION	5

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

STATE OF WEST VIRGINIA

Purchasing Division

PURCHASING AFFIDAVIT

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"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 exceed 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: URETEK USA, Inc.

Authorized Signature: Edward Hibbard Date: 4/23/2021

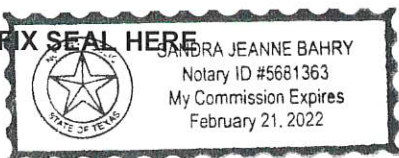
State of Texas

County of Harris, to-wit:

Taken, subscribed, and sworn to before me this 23 day of April, 2021.

My Commission expires Feb. 21, 2022, 2022.

AFFIX SEAL HERE




NOTARY PUBLIC

Sandra Jeanne Bahry

**PRICING PAGE - EXHIBIT A**  
**po#012108100/ DOT 21\*001**  
**ROADWAY SETTLEMENT STABILIZATION**

Item Number	Unit of Measure	Description	Unit Price	Estimated Quantity	Total Item Cost
1	POUND	EXPANSIVE POLYURETHANE MATERIAL	\$7.50	12,100	\$ 90,750.00
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3	EACH	MOBILIZATION FEE	\$5,000.00	3	\$ 15,000.00
4	EACH	EMERGENCY MOBILIZATION FEE	\$20,000.00	1	\$ 20,000.00
5	EACH	2 YEAR WARRANTY WITH DCP	\$500.00	4	\$ 2,000.00
<b>Total Bid Amount</b>					<b>\$127,750.00</b>

<b>Vendor Information</b>	
<b>Company Name</b>	URETEK USA, Inc.
<b>Contract Manager</b>	Dan Walizer
<b>Address</b>	13900 Humble Road Tomball, TX 77375
<b>Phone Number</b>	(412) 770-7717
<b>Email</b>	dwalizer@uretekusa.com
<b>Signature</b>	 Edward Hibbard, SVP

## **TEST PROCEDURE FOR HYDRO- INSENSITIVITY OF HIGH DENSITY POLYURETHANE GROUT – PANEL TEST**



***GEOTECHNICAL TEST PROCEDURE***

***GTP-9***

Revision #1

AUGUST 2015



GEOTECHNICAL TEST PROCEDURE:  
HYDRO-INSENSITIVITY OF HIGH DENSITY POLYURETHANE GROUT –  
PANEL TEST

GTP-9  
Revision #1

STATE OF NEW YORK  
DEPARTMENT OF TRANSPORTATION  
GEOTECHNICAL ENGINEERING BUREAU

AUGUST 2015

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Hydro-Insensitivity of High Density Polyurethane Grout - Panel Test Data Sheet ..... A-1

## 1. SCOPE

- 1.1 This procedure is used to demonstrate that the high density polyurethane material meets the 90% density and compressive strength requirements in dry and wet conditions.

## 2 APPLICABLE DOCUMENTS

- 2.1 ASTM D 1622 Standard Test Method for Apparent Density of Rigid Cellular Plastics.
- 2.2 ASTM D 1621 Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
- 2.3 ASTM D 1623 Standard Test Method for Tensile and Tensile Adhesion Properties of Rigid Cellular Plastics.
- 2.4 NYSDOT Geotechnical Test Procedure (GTP-8) Test Procedure for Hydro-Insensitivity of High Density Polyurethane Grout – Barrel Test.

## 3 TERMINOLOGY

- 3.1 **Slabjacking** is used to correct settlement and stability problems associated with concrete slabs positioned over unstable ground materials. As defined in *Ground Improvement Technology Manual*, FHWA DP-3 (1996), slabjacking procedures include:

- ✓ Raising or leveling;
- ✓ Under-slab void filling (no raising);
- ✓ Grouting slab joints; and
- ✓ Asphalt subsealing.

Proprietary methods for slabjacking utilize chemical grouts to create a reaction to fill the void, seal the crack, or create uplift pressure to realign the slab.

- 3.2 **Hydrophilic** chemical grouts can produce either closed cell foam or a non-cellular gel when mixed with water. Hydrophilic chemical grout attracts water and is able to bond to wet surfaces. This product seeks out water as it reacts and allows the resin to work its way into water filled pores. Hydrophilic chemical grouts are flexible and resilient after full cure and will allow movement to occur in the structure without damaging the seal or bond.
- 3.3 **Hydrophobic** chemical grouts require a catalyst that is blended into the resin prior to installation. The dosage of catalyst added to the resin controls the reaction time and the volume of foam produced. Hydrophobic chemical grouts repel water after activation. Hydrophobic resins cure rigid and do not recover from compression. Hydrophobic chemical grout is low viscosity and permeates loose and non-consolidated soils readily.



## 4 SUMMARY OF METHOD

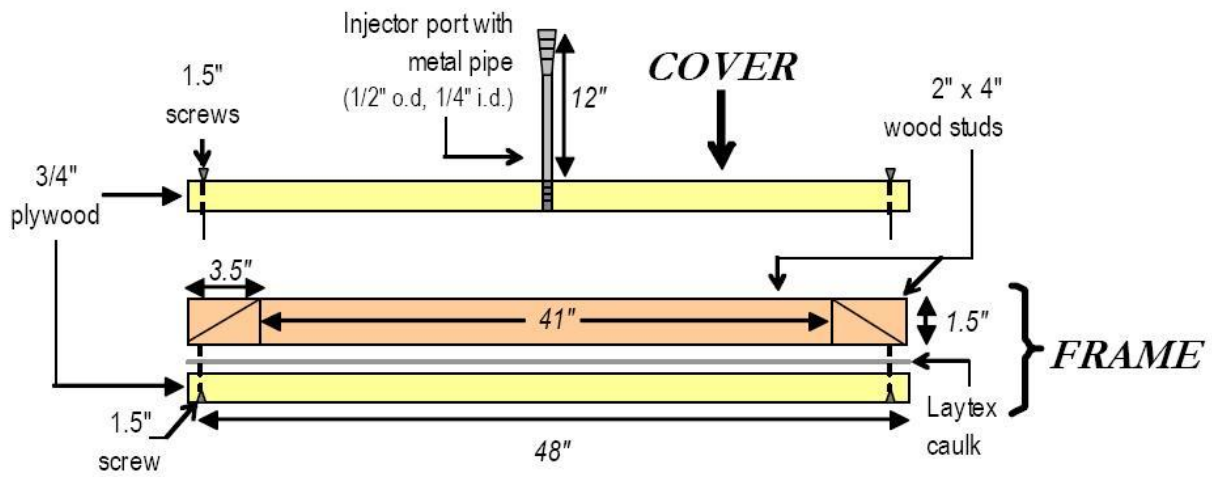
- 4.1 This laboratory test procedure is used to ensure that the High Density Polymer Material maintains 90% of the density of the dry polyurethane grout when injected directly into water.
- 4.2 Hydro-insensitivity is the inherent chemical property of a material to be unaffected by water (i.e. to behave in such a manner as if there was no water present). For hydro-insensitive polyurethanes (hydrophobic), the reacting components will polymerize even in the presence of water. This procedure tests and compares dry injection shots and wet injection shots.

## 5 SIGNIFICANCE AND USE

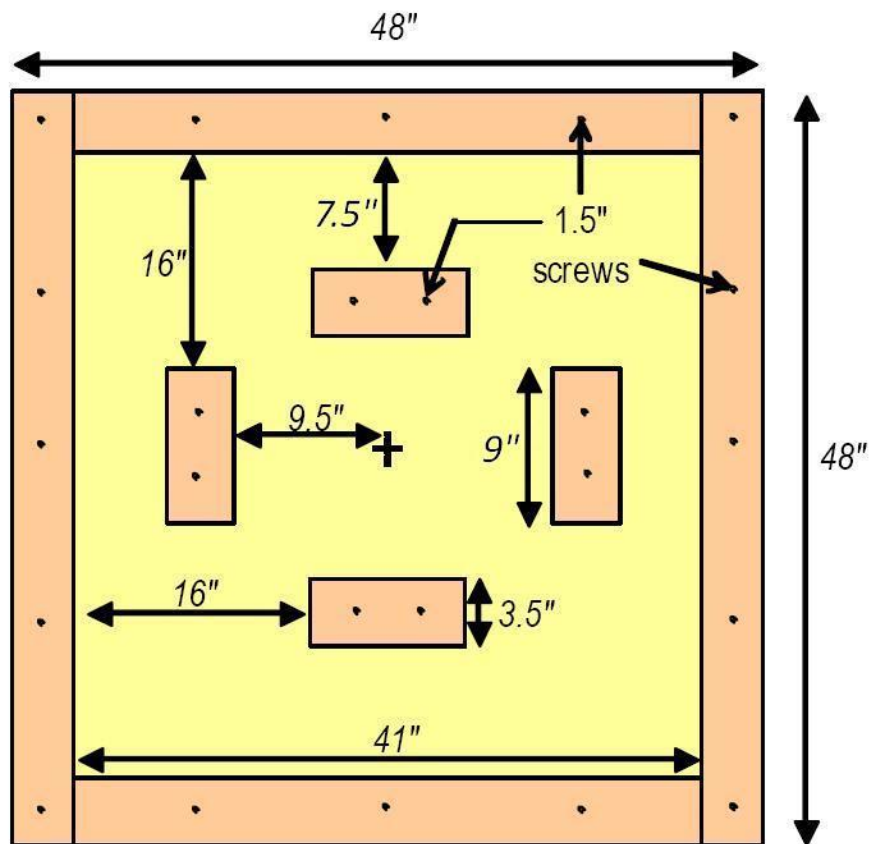
- 5.1 Polyurethane grouting is a grouting technique that employs a high density expanding polymer used as fill to densify and stabilize low-density compressible soils. The process may be used to fill voids beneath concrete slabs, or behind walls, or may be used to cutoff water flow through concrete joints. The grout, injected through predrilled injection ports, or “packers”, expands under reaction to fill the crack or void. Polyurethane grouts can be single or multi-component grouts and can react when coming in contact with water or require a reactant.

## 6 APPARATUS

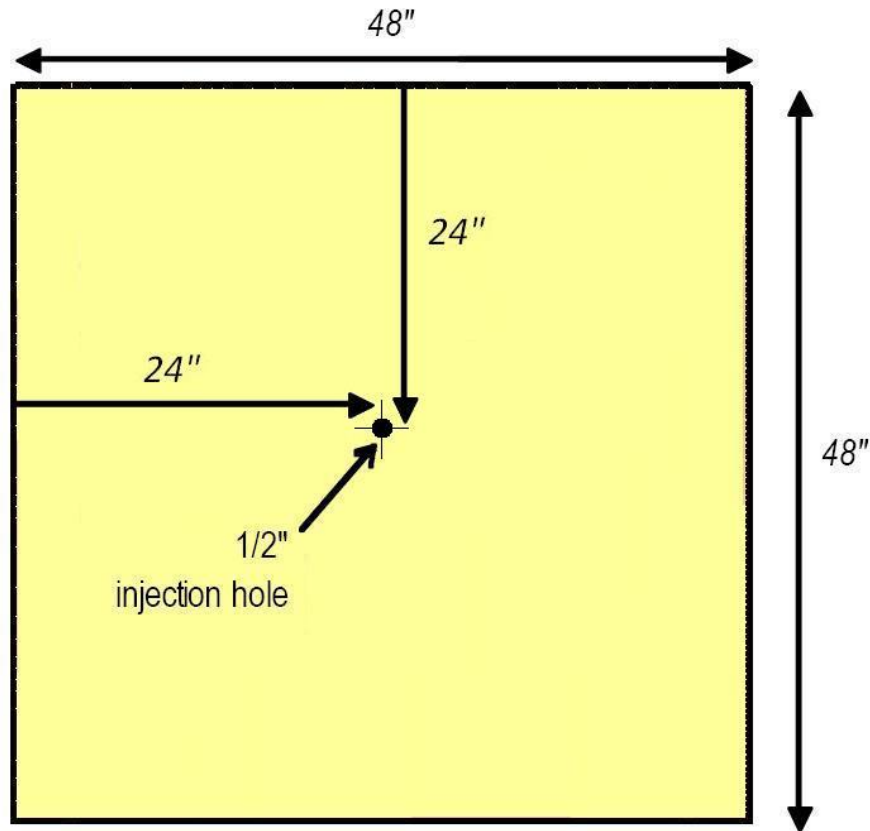
- 6.1 Provide a wood box constructed of 2” x 4” framing and  $\frac{3}{4}$ ” thick plywood on the top and bottom as indicated in the detail. The box dimensions will be 48” in length and 48” in width by 3” in depth. Ensure that the bottom seams of the box are sealed with latex caulk so that the box is capable of holding water. Provide an injection tube with  $\frac{1}{2}$ ” diameter steel or copper tubing on the top in the center of the box for injecting HDP material. The plywood on the top of the box will be fixed with  $1\frac{1}{2}$ ” long wood screws. The inside of the box will also contain four 2” x 4” blocks ( $3\frac{1}{2}$ ” by 9” by  $1\frac{1}{2}$ ” in dimension) spaced equidistant at  $9\frac{1}{2}$ ” from the injection tube and parallel to the sides of the box.
- 6.2 Provide a stop watch to keep time.
- 6.3 Provide axle grease to coat the inside of the box so that the HDP material can be easily removed.



**Figure 1 Apparatus - Side View**



**Figure 2 Apparatus – Top View (Frame)**



**Figure 3 Apparatus – Top View (Cover)**

## **7 PROPORTIONING EQUIPMENT**

- 7.1 Record the type and setting of the metering and proportioning equipment for the HDP material.
- 7.2 Record the temperature of components A and B, air temperature and water temperature.
- 7.3 Record the pressure settings for components A and B.

## **8 PROCEDURE**

- 8.1 Place the box on a flat and level surface.
- 8.2 Coat the inside surface with a light coating of axle grease so that the HDP material can be easily removed.
- 8.3 Fix the top cover of the box with 1½” wood screws to provide the necessary confinement for the HDP material.

- 8.4 Perform a calibration injection of the HDP material and record the time required to inject 5 lbs. of material. Record the time. Weigh the sample to check against the certified flow meter weights to ensure correct calibration.
- 8.5 Inject the HDP material into the box using 5 lbs. of material. After 10 minutes of completing the injection, remove the top cover off the box. After 30 minutes, sample the HDP material for density (ASTM D1622) and compressive strength (ASTM D1621) testing. Density and compressive strength samples shall be taken from the center portion of the box in the interior of the 2" x 4" blocks.
- 8.6 Repeat steps 8.2 and 8.3. Add 15 lbs. of water to the box and repeat step 8.5.



**Figure 4 Frame Assembly**



**Figure 5 Sampling Area**



**Figure 6 Injector**



**Figure 7 Cover**

## **9 DOCUMENTATION**

Report the following:

- 9.1 Type and settings of the metering and proportioning equipment.
- 9.2 Temperatures and pressures of components A, B, air and water during test.
- 9.3 Density and compressive strength results of the HDP in the dry and wet conditions.
- 9.4 Percent of density: **PASS** or **FAIL**.

## **APPENDIX**

**Hydro-Insensitivity of High Density Polyurethane Grout -  
Panel Test Data Sheet**

Polymer Type & Manufacturer Covestro - 486Star 4# Reg

Lot # & Date on Component Containers Resin: Covestro 486STAR 4# (Lot #PB95018019)  
Catalyst: MONDUR MR (Lot #03801792)

**PROPORTIONING EQUIPMENT**

Proportioner Graco Reactor E-30 Hose Length (ft.) 7.5ft  
Gun Graco GX-7 Gun Set-up A20  
A/B/H Temperature (°F) 110 A/B Pressure (psi) 1050/1050

**CALIBRATION TEST**

0:00:00 Time at Beginning of Injection (HH:MM:SS) 10 "clicks"  
0:00:17 Time at End of Injection (HH:MM:SS)  
2.6 Sample Weight (lbs.) vs. 2.6 Certified Flow Meter Weight (lbs.)

**INJECTION PROCEDURE - DRY**

√ (√) 5 lbs. of Material Injected into Box  
√ (√) After 10 minutes, Remove Top Cover  
√ (√) After 30 minutes, Sample the HDP Material

**INJECTION PROCEDURE - Wet**

√ (√) Add 15 lbs. of Water into Box  
√ (√) 5 lbs. of Material Injected into Box - 10.8lbs injected  
√ (√) After 10 minutes, Remove Top Cover  
√ (√) After 30 minutes, Sample the HDP Material

**MATERIAL ANALYSIS**

**Dry Injection Shots**

	Density (pcf)	Compressive Strength (psi)
Sample 1	<u>4.70</u>	<u>60.5</u>
Sample 2	<u>4.70</u>	<u>57.1</u>

**Wet Injection Shots**

	Density (pcf)	Compressive Strength (psi)
	<u>4.60</u>	<u>58.4</u>
	<u>4.60</u>	<u>58.7</u>

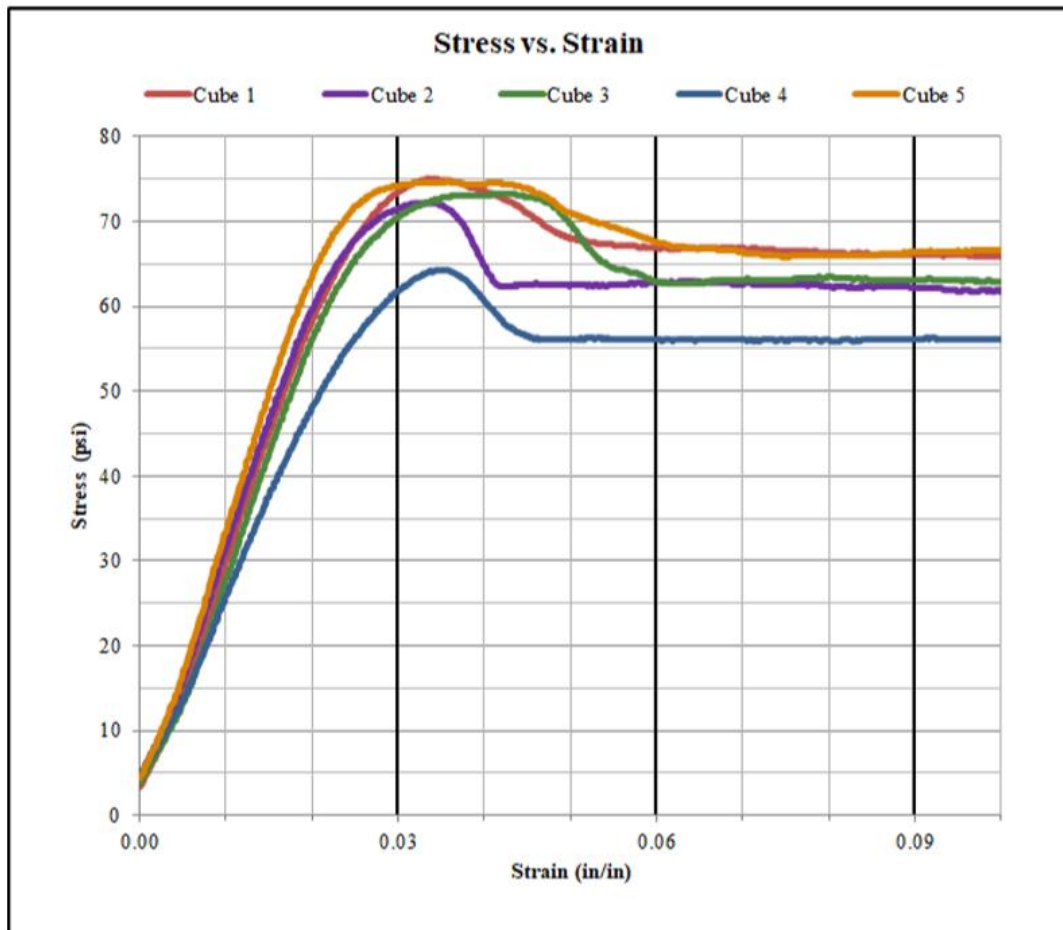
	% Retention of Density
Sample 1	<u>97.9%</u>
Sample 2	<u>97.9%</u>

Technician Richard L. Boudreau  
Date 14-Nov-18



ASTM D1621/D1622 Testing (Set of 5 Specimens) on Free Rise Samples injected into 4x8x8 cylinder molds and trimmed to nominal 2x2 cubes

#	Width (in.)	Length (in.)	Height (in.)	Area (in <sup>2</sup> )	Peak Load (lbf.)	Peak Stress (psi)	Modulus (psi)	Bulk Density (pcf)
1	2.200	2.186	1.990	4.8092	361	75.1	3268	4.4
2	2.203	2.183	2.022	4.8091	347	72.2	3158	4.1
3	2.191	2.198	2.032	4.8158	353	73.3	3068	4.0
4	2.193	2.186	2.035	4.7939	308	64.2	2417	4.1
5	2.184	2.185	1.889	4.7720	357	74.8	3445	4.3
<b>Avg</b>	<b>2.194</b>	<b>2.188</b>	<b>1.994</b>	<b>4.8000</b>	<b>345</b>	<b>71.9</b>	<b>3071</b>	<b>4.2</b>



**Hydro-Insensitivity of High Density Polyurethane Grout -  
Panel Test Data Sheet**

Polymer Type & Manufacturer Covestro - 486Star 4# Reg

Lot # & Date on Component Containers Resin: Covestro 486STAR 4# (Lot #PB95018019)  
Catalyst: MONDUR MR (Lot #03801792)

**PROPORTIONING EQUIPMENT**

Proportioner Graco Reactor E-30 Hose Length (ft.) 7.5ft  
Gun Graco GX-7 Gun Set-up A20  
A/B/H Temperature (°F) 110 A/B Pressure (psi) 1050/1050

**CALIBRATION TEST**

0:00:00 Time at Beginning of Injection (HH:MM:SS) 10 "clicks"  
0:00:17 Time at End of Injection (HH:MM:SS)  
2.6 Sample Weight (lbs.) vs. 2.6 Certified Flow Meter Weight (lbs.)

**INJECTION PROCEDURE - DRY**

√ (√) 5 lbs. of Material Injected into Box  
√ (√) After 10 minutes, Remove Top Cover  
√ (√) After 30 minutes, Sample the HDP Material

**INJECTION PROCEDURE - Wet**

√ (√) Add 15 lbs. of Water into Box  
√ (√) 5 lbs. of Material Injected into Box - 10.8lbs injected  
√ (√) After 10 minutes, Remove Top Cover  
√ (√) After 30 minutes, Sample the HDP Material

**MATERIAL ANALYSIS**

**Dry Injection Shots**

	Density (pcf)	Compressive Strength (psi)
Sample 1	<u>4.70</u>	<u>60.5</u>
Sample 2	<u>4.70</u>	<u>57.1</u>

**Wet Injection Shots**

	Density (pcf)	Compressive Strength (psi)
	<u>4.60</u>	<u>58.4</u>
	<u>4.60</u>	<u>58.7</u>

	% Retention of Density
Sample 1	<u>97.9%</u>
Sample 2	<u>97.9%</u>

Technician Richard L. Boudreau  
Date 14-Nov-18

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