



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: 1851406
Solicitation Description: Deep Injection Roadway Settlement Stabilization
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-12-16 10:30	SR 0803 ESR12162500000003546	1

VENDOR
000000185485
URETEK USA INC

Solicitation Number: ARFQ 0803 DOT2600000042
Total Bid: 0
Response Date: 2025-12-16
Response Time: 09:56:04
Comments:

FOR INFORMATION CONTACT THE BUYER
Jeromie F Lanham
304-720-7383
jeromie.f.lanham@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	High-Density Polyurethane Foam Injection	0.00000	LB	6.250000	0.00

Comm Code	Manufacturer	Specification	Model #
13111309			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Mobilization District 1	0.00000	EA	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
78121600			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Mobilization District 2	0.00000	EA	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
78121600			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Mobilization District 3	0.00000	EA	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
78121600			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Mobilization District 4	0.00000	EA	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
78121600			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Mobilization District 5	0.00000	EA	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
78121600			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Mobilization District 6	0.00000	EA	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
78121600			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Mobilization District 7	0.00000	EA	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
78121600			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Mobilization District 8	0.00000	EA	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
78121600			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Mobilization District 9	0.00000	EA	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
78121600			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Mobilization District 10	0.00000	EA	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
78121600			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Mobilization- Additional	0.00000	EA	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
78121600			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Traffic Control - Pilot Truck and Driver	0.00000	DAY	750.000000	0.00

Comm Code	Manufacturer	Specification	Model #
46161500			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Traffic Control - Devices	0.00000	UNIT	25.000000	0.00

Comm Code	Manufacturer	Specification	Model #
46161500			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Traffic Control - Traffic Flagger	0.00000	HOURL	200.000000	0.00

Comm Code	Manufacturer	Specification	Model #
46161500			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Traffic Control - Traffic Arrow Board	0.00000	DAY	200.000000	0.00

Comm Code	Manufacturer	Specification	Model #
46161500			

Commodity Line Comments:

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Extended 3-Year Warranty	0.00000	EA	0.750000	0.00

Comm Code	Manufacturer	Specification	Model #
81101505			

Commodity Line Comments:

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST



State of West Virginia
Agency Request for Quote
Highways

Proc Folder: 1851406			Reason for Modification:
Doc Description: Deep Injection Roadway Settlement Stabilization			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-12-09	2025-12-16 10:30	ARFQ 0803 DOT2600000042	1

BID RECEIVING LOCATION

PROCUREMENT DIVISION
DIVISION OF HIGHWAYS
BLDG 6 RM 340A
1900 KANAWHA BLVD E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Jeromie F Lanham
304-720-7383
jeromie.f.lanham@wv.gov

Vendor
Signature X 
Edward Hibbard (Dec 16, 2025 08:25:39 CST)

FEIN# 42-1329866

DATE 12/16/2025

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

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - PROCUREMENT DIVISION - SOLICITATION OF AN OPEN-END CONTRACT OF DEEP INJECTION ROADWAY SETTLEMENT STABILIZATION BY VENDOR FOR STATE-WIDE USE PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DOTPROCUREMENTTECHQUES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*******NOTICE*******

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY
- * FAX TO 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL NEED TO BE REGISTERED WITH WV STATE PURCHASING DIVISION, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	High-Density Polyurethane Foam Injection	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
13111309			

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Mobilization District 1	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121600			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Mobilization District 2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121600			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Mobilization District 3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121600			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Mobilization District 4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121600			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Mobilization District 5	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121600			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Mobilization District 6	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121600			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Mobilization District 7	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121600			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Mobilization District 8	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121600			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Mobilization District 9	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121600			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Mobilization District 10	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121600			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Mobilization- Additional	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121600			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Traffic Control - Pilot Truck and Driver	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
46161500			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Traffic Control - Devices	0.00000	UNIT		

Comm Code	Manufacturer	Specification	Model #
46161500			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Traffic Control - Traffic Flagger	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
46161500			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Traffic Control - Traffic Arrow Board	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
46161500			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Extended 3-Year Warranty	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81101505			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTION DEADLINE 10:00 AM EST	2025-12-11

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

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: 12/11/2025 10:00 AM EST

Submit Questions to:

DOTPROCUREMENTTECHQUES@WV.GOV

Email: **DOTPROCUREMENTTECHQUES@WV.GOV**

4. 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.

4A. 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: DEEP INJECTION ROADWAY SETTLEMENT STABILIZATION

BUYER: JEROMIE LANHAM

SOLICITATION NO.: ARFQ DOT2600000042

BID OPENING DATE: 12/16/2025

BID OPENING TIME: 10:30 AM EST

FAX NUMBER: 304-558-0047

5. 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.

6. 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.

7. 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.

8. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

9. 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.

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

11. 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>.

11A. 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>.

12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.

13. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS 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.

14. 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.”

15. 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.”

16. 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 an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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
Upon Award _____ and the initial contract term extends until One (1) Year.

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 Three (3) 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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 a 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.

☒ **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.

☒ West Virginia Contractor's License

☐☐☐

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 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:
1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1,000,000.00 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: 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:

☐ _____ for _____

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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 State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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 in the statute cited above unless the debt or employer default is permitted under the statute.

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.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

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

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 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.

43. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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.

Derek Berthelot
(Printed Name and Title)
PO Box 1929, Tomball, TX 77377
(Address)
225-400-1426
(Phone Number) / (Fax Number)
dberthelot@uretekusa.com
(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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

URETEK USA, Inc.
(Company)

Edward Hibbard (Dec 16, 2025 08:25:39 CST)
(Signature of Authorized Representative)
Edward Hibbard, CEO
(Printed Name and Title of Authorized Representative)
12/16/2025
(Date)
817-907-2987
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Deep Injection Roadway Settlement Stabilization

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract for Deep Injection Roadway Settlement Stabilization throughout the state of West Virginia, to include materials, equipment, delivery, and labor by the Vendor, for WVDOH project sites statewide.

This 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 District Engineer or their designee, 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 following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.

- 2.1 “ADO” and “Agency Delivery Order”** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
- 2.2 “ANSI”** - The American National Standards Institute. Reference: www.ansi.org.
- 2.3 “ASTM International” and “ASTM”** - The international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services. Reference: www.astm.org.
- 2.4 “Contract Item”** - The list of items available for Vendor to provide pricing as identified in Section 3.2 of this Solicitation and referenced throughout.
- 2.5 “Contractor” or “Vendor”** - Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to 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.
- 2.6 “DCP”** - Dynamic Cone Penetrometer, a field test which is performed to determine soil shear strength and is used to detect voids.

REQUEST FOR QUOTATION
Deep Injection Roadway Settlement Stabilization

- 2.7 “Emergency Work”** – Work or orders required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a representative of the WVDOH.
- 2.8 “FOB” or “Free on Board”** - Indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
- 2.9 “HDPF”** - High-Density Polyurethane Foam.
- 2.10 “ISO/IEC 17025”** – International Organization for Standardization/International Electrotechnical Commission’s testing and calibration quality system standards. Reference: www.iso.org.
- 2.11 “Liquidated Damages”** - Monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 6.5.1 of these Specifications.
- 2.12 “OSHA”** - Occupational Safety and Health Administration. Reference: <https://www.osha.gov/>.
- 2.13 “Pricing Pages,” “Attachment A,” and “ATT A”** - The schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
- 2.14 “PSI”** - Pounds per Square Inch.
- 2.15 “Solicitation”** - The official notice of an opportunity to supply the State with goods or services.
- 2.16 “Standard Specs”** - Used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.17 “WVDOH” or “Agency”** - Interchangeable terms for the West Virginia Division of Highways.

REQUEST FOR QUOTATION
Deep Injection Roadway Settlement Stabilization

3. GENERAL REQUIREMENTS:

- 3.1 Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Materials, equipment, and performance of this contract shall conform to, but are not limited to, the requirements of Section 636, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>. Hard copies of these publications may be purchased from the Technical Support Division by completing the Specification Order Form provided within the website.

- 3.2 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.

NOTE: Awarded Vendor is expected to perform a site visit prior to beginning Deep Injection Roadway Settlement Stabilization work and to provide an estimate, upon request. The project start date and completion date should be noted on the ADO. Prior to the beginning of any work, the Vendor shall contact Miss Utility of WV via the WV811 app or by dialing 811 at least two business days prior to the ADO's project start date to allow the utility to identify and mark their facilities. A reference number will be provided to the Vendor to serve as proof of the contact. The Vendor shall retain this reference number with the ADO for possible future need or justification.

3.2.1 Material Requirements

- 3.2.1.1 High-Density Polyurethane Foam:** Prior to the start of work, Vendor must provide a supplier certification with each shipment for review. Vendor must certify that the material conforms to the following requirements for property test results and properties listed below, as amended:

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PROPERTY	TEST	TEST RESULTS
Density	ASTM D1622	3.5 - 4.5 lbs./cu. ft
Compressive Strength	ASTM D1621	55 psi minimum
Tensile Strength	ASTM D1623	90 psi minimum
Shear Strength	ASTM C273	45 psi minimum
Flexural Strength	ASTM D790	90 psi minimum
Closed Cell Content	ASTM D6226	85% minimum

HDPF shall reach 90% compressive strength within 30 minutes of injection. The material used shall be a two-part 1:1 by volume HDPF, such as URETEK 486 STAR or approved equal. Other polyurethanes submitted must meet all the required specifications as amended and be preapproved by the WVDOH. The material shall be water blown, not chemically blown. The material shall be a polyurethane-forming mixture, having water insoluble diluents, which permits the formation of polyurethanes in the presence of water. Water insoluble diluents shall provide polyurethane foam with improved dimensional stability properties. The presence of water insoluble diluents and the characteristics and properties listed above must be certified by the manufacturer. The certification from the polyurethane manufacturer must be submitted prior to award.

HDPF Injection, will be measured to the nearest pound as displayed on the certified flow meter and paid per pound of polyurethane injected, including all materials, tools, equipment, labor, Standard Warranty, and incidentals necessary to perform the work.

3.2.1.2 Panel Test for Hydro-Insensitivity of High-Density

Polyurethane Grout: Polyurethane must pass the New York State Department of Transportation (NYSDOT) Panel Test for Hydro-Insensitivity of High-Density Polyurethane Grout, as described in **Exhibit 1 (EXH 1) Panel Test Procedure for Hydro-Insensitivity of High-Density Polyurethane Grout.** The Vendor must submit a certificate from an independent third-party 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 must be submitted prior to award.

3.2.1.3 Non-shrink grout to patch drill holes: Non-shrink grout must be supplied by a manufacturer on the WVDOH Approved Products

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List for Non-Shrink Grout 715.005.001, as amended and must be used within the shelf life and temperature limitation set by the manufacturer. The Approved Product List can be referenced at https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.

3.2.2 Equipment Requirements

3.2.2.1 Portable Dynamic Cone Penetrometer (DCP): Vendor must 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 must be a *Pagani DPM 30* or equal, capable of taking readings up to 30 feet below grade. DCP testing may be required, as directed by the District Engineer or their designee, to confirm existing sub-grade soil conditions. The names, model numbers, and descriptions of the DCP units intended for use must be listed on the “Vendor Qualification Form”, Attachment B (ATT B).

3.2.2.2 Pumping Units and Flow Meters: Vendor should have at least four (4) or more trucks in their equipment fleet accessible for projects statewide, 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 depths. The make and model of the trucks within the Vendor’s fleet which may be used on WVDOH projects shall be listed on the “Vendor Qualification Form”, Attachment B (ATT B).

3.2.2.3 All pumping units used must be 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 polyurethane material is obtained for proper payment. Flow meters must be recertified by the manufacturer or by an independent third-party once every 12 months to ensure accuracy. The Vendor must list flow meter certification/calibration dates on the “Vendor Qualification Form”, Attachment B (ATT B), and shall provide documentation of the certification/calibration with the bid documents. Additionally, Vendor shall provide WVDOH with a copy of certification/recertification documentation upon request.

3.2.2.4 Equipment for Monitoring Movement: Vendor 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. Vendor must follow the laser equipment manufactures safety precautions and shall ensure that motorists and personnel are not subjected to laser exposure.

Vendor shall supply satisfactory differential fault meters to monitor movement of bridge approach at abutment walls and for correction of faulted jointed pavement. Vendor shall supply satisfactory horizontal movement monitoring equipment when injecting in the vicinity of mechanically stabilized earth retaining walls.

Vendor shall inspect movement monitoring equipment thoroughly prior to each use to ensure that the instrument is functioning properly. Instruments found to be faulty, or which lack the required precision, shall not be used on the WVDOT project site. Differential fault meters, dial gauges, rotating laser levels and receivers, and any other measurement instruments used to precisely monitor movement during the deep injection process must be calibrated by the manufacturer or by an independent third-party who is ISO/IEC 17025 certified, as amended, at least once every three (3) months to ensure accuracy, or more frequently if recommended to do so by the manufacture's specifications. Vendor shall provide WVDOT with a copy of the calibration certificate upon request.

3.2.3 Quality Management

3.2.3.1 Drilling Holes and Installation of Injection Tubes: Pneumatic or electric drills are required, capable of efficiently drilling injection holes through the pavement without damaging the structural integrity of the existing pavement. Drill injection holes in the pattern shown on the plans, or as indicated on the approved field Quality Control plan, as approved by the District Engineer or their designee. Drill 5/8" to 2" diameter holes, vertical and round, and to a depth indicated on the approved field Quality Control plan. Install injection tubes to the prescribed injection depth(s). Tubes must be pushed a minimum of 4" below the grade of the road prior to the commencement of injections.

3.2.3.2 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

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the work each day, the Vendor shall reset the flow meters on the pumping units to zero. The Vendor shall perform a test shot of material from one (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. Vendor shall repeat the quality check for all the injection guns to be used on the project.

3.2.3.3 Injection of the HDPF: Vendor shall inject the HDPF through holes, via injection tubes when needed, to fill voids and into the foundation soils beneath the pavement to the prescribed injection depth(s). Vendor shall control the stabilization of the concrete by regulating the rate of injection of the material. Vendor shall continuously monitor for movement of the pavement. Foundation soils are sufficiently stabilized when movement of the pavement is detected. If necessary, injection of material shall continue as needed to lift the pavement to grade. If no vertical movement has occurred, the District Engineer or their designee may direct the Vendor to cease injecting.

3.2.3.4 Hole Patching: Push down or drill out injection tubing down 3" below the pavement surface and install non-shrink grout into the drilled-out hole. Reference Section 3.2.1.3.

3.2.4 Maintaining Traffic

3.2.4.1 All improvement operations shall be scheduled by the Vendor to keep traffic delays to a minimum. Injected pavement may be opened to traffic once polyurethane material is at a minimum 90% strength, polyurethane materials must reach 90% strength within 30 minutes. Pavement shall be free of debris and swept clean prior to opening to traffic.

3.2.4.2 Traffic Control may be furnished by the WVDOH forces; however, when traffic control is requested by the WVDOH District Engineer or their designee for a project, traffic shall be maintained by the Vendor in accordance with Standard Specs Section 636, as amended, and shall be in accordance with the WVDOH Manual on Temporary Traffic Control for Streets and Highways, 2006 Edition, or latest.

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3.2.5 Mobilization

Mobilization shall consist of all 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 project.

Additional project sites may be charged “Mobilization – Additional”, when additional project sites require the Vendor to travel five (5) or more miles from the prior project site and may be charged for each qualifying adjacent site. If the equipment can be transported under its own power to an adjacent site less than five (5) miles away, one way, mobilization will not be paid by the WVDOT for the additional site.

The WVDOT will calculate mileage from Vendors location to an Agency worksite by utilizing Google Maps. In the event of bridge and/or road restrictions, the Agency will decide on the route to be taken by Vendor.

3.2.6 Experience & Personnel Requirements

3.2.6.1 The awarded Vendor must have at least four (4) qualified crews readily available for deployment to work in multiple locations simultaneously throughout the state. Crews shall have a minimum of one (1) supervisor, one (1) lead worker, one (1) technician, and one (1) helper.

3.2.6.2 Vendor must assign a crew supervisor that has at least three (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 Vendor shall submit on the “Vendor Qualification Form”, Attachment B (ATT B), a list of all supervisors, lead workers, and technicians with their years of experience.

3.2.6.3 The Vendor, as well as the project supervisor, must have a minimum three (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. The Vendor shall submit on the “Vendor Qualification Form”, Attachment B (ATT B) information on prior experience: three (3) awarded contracts by separate State

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Department of Transportation clients for each of the previous three (3) years.

3.2.6.4 The Vendor must have as an employee of the company, at least one (1) licensed Professional Engineer (P.E.) with a minimum of three (3) years of experience in stabilization of pavement by injecting 1:1 by volume, two-part, expansive polymers through tubes, into soils while monitoring at the surface of the pavement for movement to demonstrate sufficient stabilization of the pavement. The Vendor shall submit on the “**Vendor Qualification Form**”, **Attachment B (ATT B)** the name, hire date, years of required experience as described above, and a brief description of experience of the registered Professional Engineer.

3.2.7 Warranty

3.2.7.1 Standard Warranty: Vendor must provide a minimum two-year unconditional standard warranty against settlement of more than 1/2” of the injected areas on all work under this contract. The Standard Warranty expense should be factored into the Vendor’s bid price. If movement of more than 1/2” in the injected areas occurs during the Standard Warranty period, the Vendor will return to inject the affected area to lift to proper grade at no charge to the WVDOH.

3.2.7.2 Extended 3-Year Warranty: Must be available for optional purchase at the discretion of the WVDOH. Extended 3-year Warranty should be clearly specified on the Delivery Order at the time the work is ordered; Extended 3-year Warranties requested after completion of work shall be subject to the Vendors approval. All Extended 3-Year Warranties should be requested on a written Delivery Order and shall follow the acknowledgement process described in Section 6.1.

The Extended 3-Year Warranty shall take effect when the Standard Warranty (first two-years) expires, providing the WVDOH with a total of five (5) years of unconditional warranty against settlement of more than 1/2” of the injected areas on all work under this contract. If movement of more than 1/2” in the injected areas occurs during the combined warranty period, the Vendor will return to inject the affected area to lift to proper grade at no additional charge to the WVDOH.

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3.2.8 “Equal To” Items: Vendor must bid on all the products listed on the Pricing Pages (ATT A). Vendors may bid the product brand and make/model requested or bid an “equal to” item.

3.2.8.1 If no “Equal To” product is listed on ATT A, it will be assumed by the WVDOH that the bid is for the product brand and make/model listed in Section 3.2.1.1.

3.2.8.2 The Vendor must provide documentation to demonstrate that the proposed equal product meets the requirements of Section 3.2.1 and 3.2.2, relevant industry standards, and that the product meets or exceeds the Contract Item listed.

3.2.8.3 Additional documentation may be requested by the West Virginia Purchasing Division during the evaluation and equivalency process. If additional documentation is requested, the vendor must provide requested information within 5 business days of the request or their proposed “equal to” Contract Item will be disqualified. Failure to provide adequate documentation for a proposed equal product will result in the disqualification of the Contract Items bid.

3.2.8.4 If a Contract Item must be viewed in person to determine whether its suitable for commercial use or to evaluate the product for equivalency, the WVDOH reserves the right to request a sample of the product, and/or independent third-party testing. If requested, the Vendor shall be responsible for expenses related to the third-party testing, and/or delivery of the item for evaluation. The WVDOH shall return the item after the evaluation is complete at its own expense.

If an item is damaged during its evaluation for use, the WVDOH shall return the damaged item to the vendor in its damaged state but will not reimburse the vendor for the item.

3.2.8.5 The WVDOH, at its sole discretion, will make the final determination of whether a product is suitable for WVDOH use and products equivalency.

3.2.9 Emergency Work:

Emergency work as ordered by WVDOH District Engineer, or their designee is work that shall be initiated within forty-eight (48) hours from when the request is received by the vendor. The determination of emergency work will be in accordance with

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Section 2.7 of this Solicitation and prominently noted on ADO. Designated emergency projects will be paid at 1.50 times the vendors bid price.

3.2.10 Safety Requirements

3.2.10.1 The Vendor must have a comprehensive Safety Manual, which should include Safety Data Sheets for all injection related materials, 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.

3.2.10.2 The Vendor shall be responsible for meeting all federal, state and local safety code requirements including OSHA, WV OSHA and accepted industry standards requirements, as amended.

3.2.10.3 The Vendor's personnel shall obey all traffic and safety rules and regulations and shall not create any hazardous conditions with the operation of the equipment. All Vendor supplied equipment, tools and personal safety equipment shall meet or exceed the safety standards specified for such items by ANSI Z133.1-2017, as amended.

3.2.10.4 The Vendor's personnel shall wear approved hard hat, protective clothing, ANSI approved safety vest and any other requirements to meet OSHA standards.

4. CONTRACT AWARD:

4.1 Contract Award: This Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the responsible Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on ATT A.

4.2 Pricing Pages, Attachment A (ATT A): Vendor must complete the Pricing Pages by providing a bid price for each Contract Item listed. Vendor shall factor into their bid prices all equipment, materials, delivery, and labor required to provide Contract Items. Vendors must bid all Contract Items or the bid will be disqualified. Vendor must complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

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- 4.2.1** The Pricing Pages contain a list of Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.
- 4.2.2** Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: DOTProcurement@wv.gov.
- 4.2.3** Changing a column or row description, Contract Item description, or unit of measure on the **Pricing Pages, Attachment A (ATT A)**, shall result in disqualification of the Contract Item bid on the altered line. In circumstances when all Contract Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.

Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2 will result in the disqualification of Vendor's bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

- 4.3 Contract Award Transition:** Upon the award of this contract, WVDOH will announce the effective start date. Any order issued under the previous contract will remain in effect and shall not be cancelled without mutual written agreement between the issuing agency and the vendor.

5. ORDERING, INVOICING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

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- 5.2 Agency Delivery Order (“ADO”):** District personnel must issue an ADO from wvOASIS for specific quantities of materials based on each project’s requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in wvOASIS and approved to “Final”, prior to placing the order with the Vendor. The District is responsible for creating the ADO in OASIS and is required to submit the approved order, in writing, directly to the vendor via mail, email or fax. **Verbal communication with the Vendor is not considered an official order.** In the event the Vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.

Emergencies shall be prominently noted on the ADO. Once complete, the ADO shall be sent to Vendor via fax, email, or mail.

- 5.2.1 Lead Time:** The WVDOH should plan accordingly to allow the Contractor a minimum of 14 calendar days prior to the date of the agreed upon start date on the ADO to allow Vendor to mobilize and begin work.

- 5.3 Invoicing:** Invoices submitted to WVDOH For payment should contain the following information:

- Vendor’s name and payment remit-to address, as they appear in Vendor’s wvOASIS account.
- The corresponding order’s ADO number.
- The ordering Agency’s delivery site
- The Contract Item description, unit price, quantity, and extended total.
- The date(s) Contract Items were delivered.

- 5.4 Payment:** Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia’s Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor’s Office. The Vendor may visit the WV State Auditor’s website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH’s discretion.

6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

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- 6.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADO and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADOs/Revisions within five (5) days of the Order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.
- 6.2 Negotiation of Dates:** The WVDOH shall have the option to negotiate with the Vendor, the project's tentative start and end dates. **Project work shall be continuous to completion unless otherwise approved in writing by the WVDOH District Engineer or their designee.**
- 6.3 Delivery Time:** In accordance with Section 6.2 and the terms of this contract, the work shall be scheduled by the WVDOH. The Vendor shall mobilize, commence, and complete work delivery in accordance with the WVDOH's written ADO, per project. Any changes must be communicated by the Vendor in writing to the WVDOH District Engineer or their designee. The Vendor shall work in an efficient manner in effort to keep traffic delay to a minimum and traffic must be adequately and safely accommodated. Vendor shall ship/provide all orders in accordance with the dates assigned to each project per the ADO and shall not hold orders until a minimum delivery quantity is met. **No Vendor is authorized to ship project related goods or begin work/services, nor is the WVDOH authorized to receive materials, prior to the issuance of an ADO.**
- 6.4 Adverse Weather Conditions:** Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH District Engineer or their designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, Vendor, or general public, work shall be suspended by the WVDOH Engineer/designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH Engineer/designee. After a weather-related suspension of work, the WVDOH District Engineer or their designee shall determine and convey in writing, such ADO changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 6.1 of this Contract Solicitation.
- 6.5 Late Delivery:** The Agency placing the ADO under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the scheduled start date noted on the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written ADOs/ Revisions resulting in delivery

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delay, or failure to start or complete the project per the WVDOT scheduled due dates may be determined by the WVDOT at its sole discretion as harmful to the Agency and as such, shall result in WVDOT's cancellation of the ADO and application of Liquidated Damages.

Any Agency seeking to obtain items from the open market under this provision must first obtain approval of the WVDOT Procurement Division.

6.5.1 Liquidated Damages: If the Vendor's work completion or corrections of deficient work exceeds the ADO completion due date or timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by Vendor as an itemized invoice credit for the corresponding ADO. The WVDOT shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOT's specified ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

**Table 108.7.1
Schedule of Liquidated Damages**

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
\$0	\$500,000	\$350
\$500,000	\$2,000,000	\$650
\$2,000,000	\$10,000,000	\$1,600
\$10,000,000	\$25,000,000	\$3,100
\$25,000,000		\$4,200

6.5.2 Force Majeure: It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.

6.6 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing 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.

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Deliveries made by the vendor shall be comprised only of Contract Items intended for delivery at that location and specified in the pricing pages, contract specifications or ADO. At no time shall property belonging to the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the vendor, or items left with the intention of being distributed to an alternate location.

- 6.7 Project Acceptance Criteria:** The WVDOH District Engineer or their designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH District Engineer or their designee not performed in accordance with these contract specifications or the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the WVDOH District Engineer or their designee. Under no circumstance shall the Vendor's deficiency corrections exceed 20 calendar days unless otherwise declared in writing by the WVDOH District Engineer or their designee and may be subject to Liquidated Damages as per Section 6.5.1 of these Contract Specifications.
- 6.8 Return of Unacceptable Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. 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 arrange 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.

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.

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- 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.
- 8.3 **Vendor Name Change:** It is the Vendor's responsibility to notify the WVDOH of name changes or acquisition by another company during the term of the contract. The WVDOH must be notified in writing of the change/acquisition and intention for the contract's ownership within 10 days of the change. **Failure to do so may result in payment delays.**
- 8.4 **Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

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- 8.5 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: Derek Berthelot
Telephone Number: 225-400-1426
Fax Number: _____
Email Address: dberthelot@uretekusa.com

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

PRICING PAGE - ATTACHMENT A (ATT A)
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Vendor Name : URETEK USA, Inc.

Vendor Instructions: Vendor shall complete Part I in its entirety, Part II shall only be completed if using an "equal to" item. Qualifying bids will be evaluated based on the sum of the bid totals to determine the low bid vendor. Failure to bid on all items may result in disqualification.

The bid price for High Density Polyurethane Fom Injection shall be an all-inclusive price which includes labor, equipment, materials, Standard Warranty and incidentals related to carrying out Deep Injection Roadway Settlement Stabilization project.

This is a single-vendor award contract and Vendor shall have the capacity to service all WVDOH Districts statewide.

PART I: BID PRICE PER UNIT OF MEASURE (Required)

Contract Item #	Description	Unit Of Measure	Bid Price
1	High-Density Polyurethane Foam Injection*	Pound	\$ 6.25
2	Mobilization -District 1: Boone, Clay, Kanawha, Mason and Putnam counties	Each	\$ 1.00
3	Mobilization -District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties	Each	\$ 1.00
4	Mobilization -District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties	Each	\$ 1.00
5	Mobilization -District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties	Each	\$ 1.00
6	Mobilization -District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties	Each	\$ 1.00
7	Mobilization -District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties	Each	\$ 1.00
8	Mobilization -District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties	Each	\$ 1.00
9	Mobilization -District 8: Pendleton, Pocahontas, Randolph and Tucker counties	Each	\$ 1.00
10	Mobilization -District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties	Each	\$ 1.00
11	Mobilization -District 10: McDowell, Mercer, Raleigh and Wyoming counties	Each	\$ 1.00
12	Mobilization - Additional	Each	\$ 1.00
13	Traffic Control - Pilot Truck and Driver	Day	\$ 750.00
14	Traffic Control - Devices	Unit	\$ 25.00
15	Traffic Control - Traffic Flagger	Hour	\$ 200.00
16	Traffic Control - Traffic Arrow Board	Day	\$ 200.00
17	Extended 3-Year Warranty	Each	\$ 0.75
Total Bid:			\$ 1,193.00

PART II: Equal To Items Bid

If bidding an "equal to" item, please provide product name and product description in Part II.
Attach with bid product data sheet, safety data, and any other information that may be applicable for determining product equivalency.

Equal To Product Bid (Provide Product Labels for Equal to Items Bid)	Product Name: _____ Product Description: _____
---	---

Vendor Name : _____

Vendor Instructions: Please complete Parts I, II, and III below. It is required that Vendors include copies of all required certifications and testings with their bid submission. Attach additional pages if not adequate space to provide requested information.

Part I. EQUIPMENT

- A. **DCP Information, Section 3.2.2.1:** The DCP must be a *Pagani DPM 30* or equivalent, capable of taking readings up to 30 feet below grade. Please list all DCP equipment which may be used at the WVDOT project site below.

Model Name	Model Number	Description

- B. **Vendor Fleet, Section 3.2.2.2.** Vendors fleet should have a minimum of four trucks, with two certified flow meters mounted per truck. Please provide the Trucks make and model number below, as well as the flow meter certification dates.

Truck Make/Model:	No. of Flow Meters Installed:	Flow Meter Certification Dates:

Vendor Qualification Form- ATTACHMENT B (ATT B)
Deep Injection Roadway Settlement Stabilization

- C. **Vendors Experience, Section 3.2.6.3:** Provide the number of years of Deep Injection Roadway Settlement Stabilization experience. Provide information on 3 awarded contracts by State Department of Transportation clients for Deep Injection Roadway Settlement Stabilization services. Minimum of three (3) years' Vendor Experience required, as described in referenced section.

Years Experience: _____

State/DOT Client Name:	Contract Name and Number	Effective Date	Expiration Date

Part II. EXPERIENCE

- A. **Licensed Professional Engineer (P.E.) Experience, Section 3.2.6.4:** Provide the name, hire date, years of required experience and a brief description of registered P.E.'s required experience below. Minimum of three (3) years' experience required, as described in referenced section.

Professional Engineer's Name:

Years of Experience: _____

Description of Experience (use space below):

Hire Date: _____

Vendor Qualification Form- ATTACHMENT B (ATT B)
Deep Injection Roadway Settlement Stabilization

B. Supervisor and Crew Experience, Section 3.2.6.2: Provide the names of all supervisors, lead workers, and technicians along with their crew role and years of experience. Minimum of three (3) years' experience required of supervisors, as described in referenced section.

Supervisor's Name: _____ Years of Experience: _____

Description of Experience: _____

Supervisor's Name: _____ Years of Experience: _____

Description of Experience: _____

Supervisor's Name: _____ Years of Experience: _____

Description of Experience: _____

C. **Lead Worker's Names:** _____ Years of Experience: _____

D. **Technician's Names:** _____ Years of Experience: _____

Part III. REQUIRED CERTIFICATIONS

The certifications below shall be provided with the bid submission for bid evaluation.
Failure to provide required certifications will result in disqualification of bid.

- ☐ High-Density Polyurethane Foam manufacturer certification - Section 3.2.1.1.
- ☐ Panel Test for Hydro-Insensitivity of High-Density Polyurethane Grout - Section 3.2.1.2.
- ☐ Pumping Unit Flow Meter certification/calibration documentation - Section 3.2.2.2.

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



GEOTECHNICAL TEST PROCEDURE

TABLE OF CONTENTS

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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.

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
- Asphalt sub-sealing

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 **Deep Injection Process** is used to strengthen foundation soils to increase their load bearing capacity. It is accomplished by using a water blown, two-part 1:1 by volume polyurethane grout. The material is injected into the soils using holes or tubes to desired elevations and the rapid expansion of the liquid going to a solid result in the strengthening of the soil/polymer matrix. The injection process is monitored at the surface to determine when the soil/polymer matrix has achieved the strength to support the load.

3.3 **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.

3.4 **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.

3.5 **Hydro-insensitive** chemical grouts require dilatants in one of the components that allows cross linkage of the two components in excessive water forming a closed-cell rigid grout and can be utilized in dry or wet soils.

4. SUMMARIES 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 polyurethane grout that has been injected into an air void when it is 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; 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

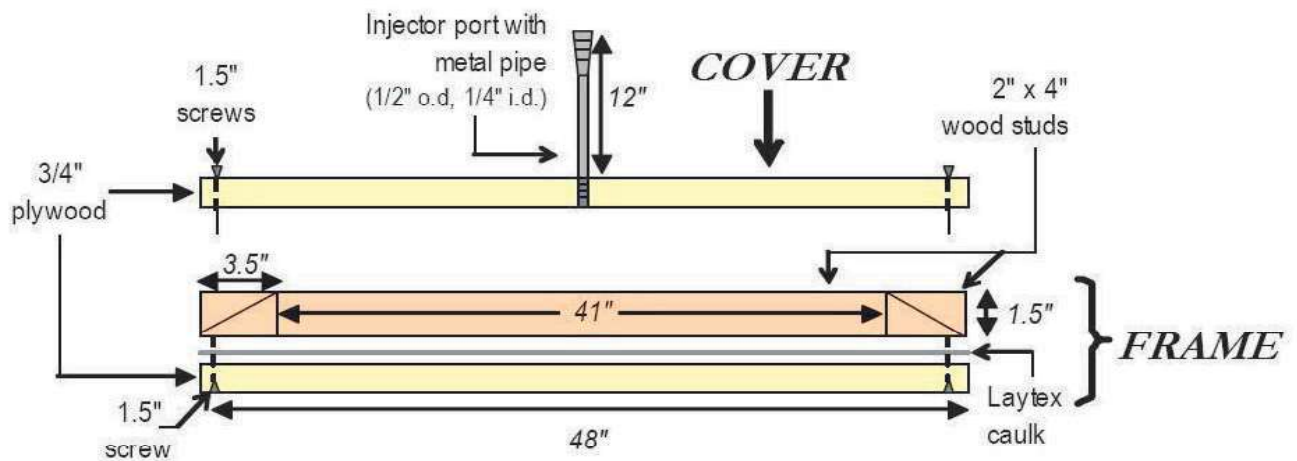
6.1 Provide a wood box constructed of 2” x 4” framing and 0.75” thick plywood on the top and bottom as indicated in the detail. The box dimensions will be 48” in length and 48” in width by 3” in depth. Ensure that the bottom seams of the box are sealed with latex caulk so that the

box can hold water. Provide an injection tube with 0.5" diameter steel or copper tubing on the top in the center of the box for injecting HDPF material. The plywood on the top of the box will be fixed with 1.5" long wood screws. The inside of the box will also contain four 2" x 4" blocks (3.5" by 9" by 1.5" in dimension) spaced equidistant at 9.5" from the injection tube and parallel to the sides of the box.

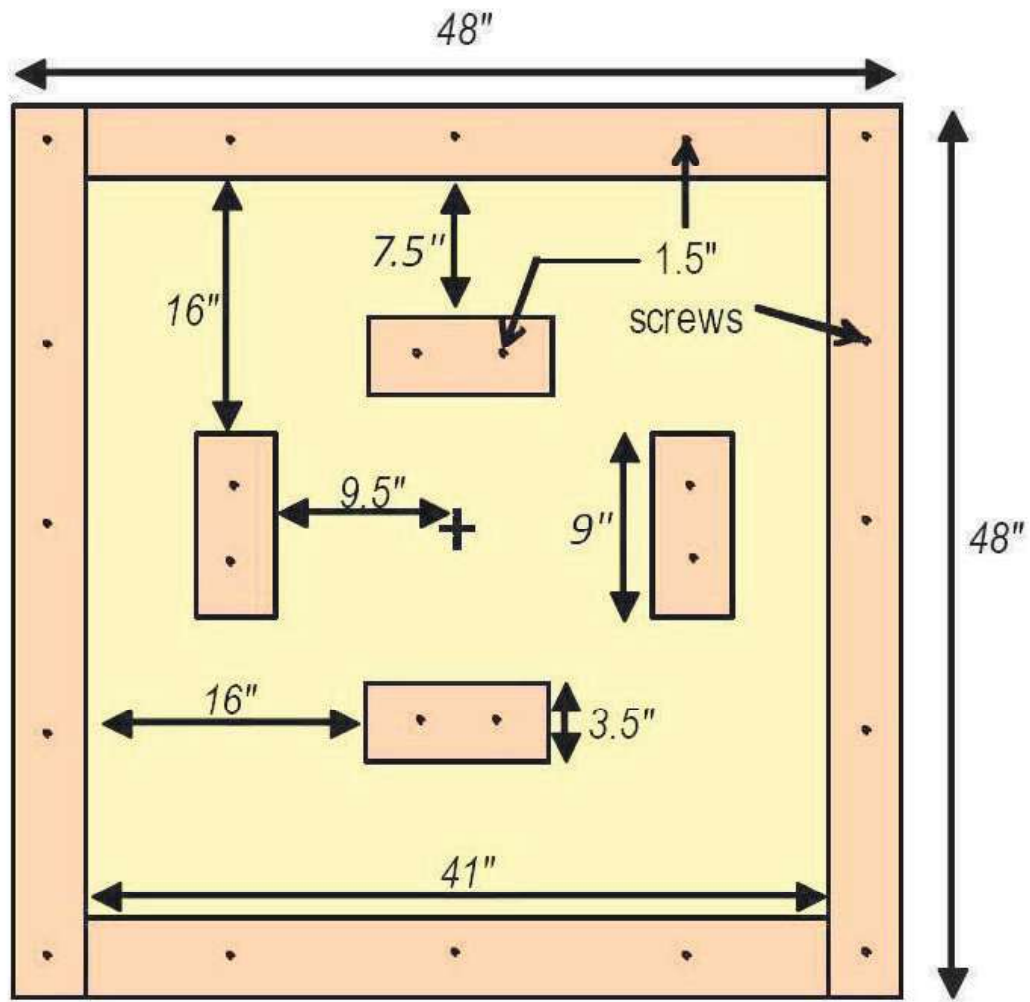
6.2 Provide a stopwatch to keep time.

6.3 Provide substance to coat or cover the inside of the box so that the HDPF material can be easily removed.

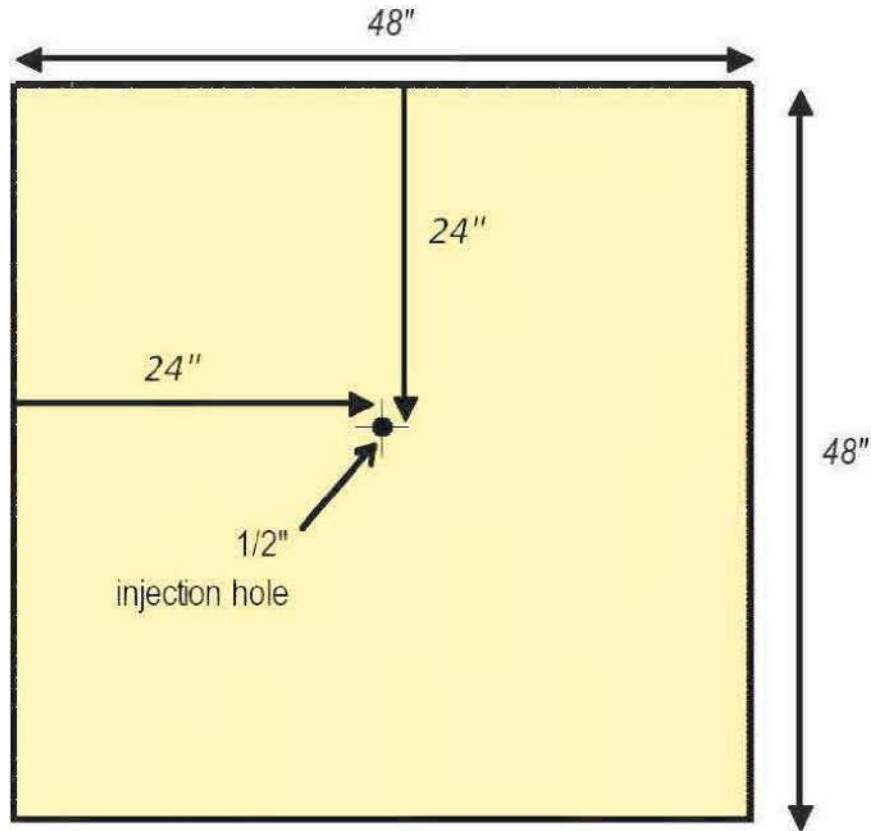
Apparatus - Side View



Apparatus — Top View (Frame)



Apparatus – Top View (Cover)



7. PROPORTIONING EQUIPMENT

7.1 Record the type and setting of the metering and proportioning equipment for the HDPF 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 applicable substance, so that the HDPF material can be easily removed.
- 8.3 Fix the top cover of the box with 1.5" wood screws to provide the necessary confinement for the HDPF material.
- 8.4 Perform a calibration injection of the HDPF 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 HDPF 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 HDPF 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 5.

Frame Assembly



Sampling Area



Injector



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 HDPF in the dry and wet conditions.
- 9.4 Percent of density: **PASS** or **FAIL**.

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

Polymer Type & Manufacturer: _____

Lot # & Date on Component Containers: _____

PROPORTIONING EQUIPMENT

Proportioner: _____ Hose Length (ft.): _____

Gun: _____ Gun Set-up: _____

A/B/H Temperature (°F): _____ A/B Pressure (psi): _____

CALIBRATION TEST

_____ Time at Beginning of Injection (HH:MM:SS)

_____ Time at End of Injection (HH:MM:SS)

_____ Sample Weight (lbs.) vs. _____ 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 HDPU material

INJECTION PROCEDURE – WET

- ☐ Add 15 lbs. of water into box
- ☐ 5 lbs. of material injected into box
- ☐ After 10 minutes, remove top cover
- ☐ After 30 minutes, sample to HDPU material

MATERIAL ANALYSIS

Dry Injection Shots

Density
(pcf) Compressive
Strength (psi)

Sample 1: _____

Sample 2: _____

Wet Injection Shots

Density
(pcf) Compressive
Strength (psi)

% Retention of Density

Sample 1: _____

Technician: _____

Sample 2: _____

Date: _____

Flow Meter Certification

TAG: RESIN

UNIT: 40

Tolerance 1.00%

Status: **PASS**

Flow Meter Information

0.58%

Manufacturer :	MICRO MOTION	SN:	(40)14443422
Flow Meter Model :	(40)F100SB81CBAEZZZZ	SN:	
Core Processor :	PUCK800	SN:	(40)3298771
Transmitter :	(40)1700R12ABEZZZ		

Calibration Verification by Meter & Scale Method

TEST #	Meter LBS	Scale LBS	% Error
1	9.3396	9.3995	0.64135509
2	8.9345	8.9905	0.626783816
3	9.3507	9.3955	0.479108516
Average			0.58%

TAG: ISO

Tolerance 1.00%

Status: **PASS**

Flow Meter Information

0.41%

Manufacturer :	MICRO MOTION	SN:	(40)14443329
Flow Meter Model :	(40)F100SB81CBAEZZZZ	SN:	
Core Processor :	PUCK800	SN:	(40)3295643
Transmitter :	(40)1700R12ABEZZZ		

Calibration Verification by Meter & Scale Method

Test #	Meter LBS	Scale LBS	% Error
1	11.6171	11.695	0.121461576
2	11.6211	11.6965	0.648819819
3	11.6449	11.6995	0.468874786
Average			0.41%

Scale Certification & Traceability Information

Equipment ID:	Wiggins Scale Company	Temp./HR:	62 F / 83%
Manufacturer:	Ohaus ES Series	Cal Interval:	Annual
Model Number :	PA7600M / 4412	Cal Date:	12/13/2024
Serial Number :	6M-002204 / 802113R	Calibration Result:	PASS
Resolution :	100LBS. / 0.01LBS		

DATE OF CERTIFICATION 1/3/2025

Certified By :Robert Hattenbach

Flow Meter Certification

TAG: RESIN		Pump1	UNIT:	U63
Tolerance	1.00%	Status: PASS		
Flow Meter Information				
Manufacturer :	Macnaught	SN:	(63)155307	
Flow Meter Model :	(63)MH009-2T1	SN:		
Core Processor :	PNP	SN:	(63)155307	
Transmitter :	(63)Precision Digital			

Calibration Verification by Meter & Scale Method				
TEST #	Meter LBS	Gallon	Scale LBS	% Error
1	9.36	1.08	9.45	0.961538462
2	9.36	1.08	9.44	0.854700855
3	9.27	1.07	9.35	0.862998921
Average				0.89%

TAG: ISO		Pump1	
Tolerance	1.00%	Status: PASS	
Flow Meter Information			
Manufacturer :	Macnaught	SN:	(63)155304
Flow Meter Model :	(63)MH009-2T1	SN:	
Core Processor :	PNP	SN:	(63)155304
Transmitter :	(63)Precision Digital		

Calibration Verification by Meter& Scale Method				
Test #	Meter LBS	Gallon	Scale LBS	% Error
1	11.49	1.13	11.58	0.783289817
2	11.49	1.14	11.59	0.870322019
3	11.49	1.13	11.57	0.696257615
Average				0.78%

Scale Certification & Traceability Information			
Equipment ID:	Houston Scale	Temp./HR:	50 F / 80%
Manufacturer:	Cardinal	Cal Interval:	Annual
Model Number :	205	Cal Date:	12/13/2024
Serial Number :	E21416-0208	Calibration Result:	PASS
Resolution :	100LBS./0.01LBS		

DATE OF CERTIFICATION		1/7/2025
Certified By : Robert Hattenbach		

Flow Meter Certification

TAG: RESIN		Pump 2	UNIT: U63
Tolerance	1.00%	Status:	PASS
Flow Meter Information			
Manufacturer :	Macnaught	SN:	(63)155306
Flow Meter Model :	(63)MH009-2T1	SN:	
Core Processor :	PNP	SN:	(63)155306
Transmitter :	(63)Precision Digital		

Calibration Verification by Meter & Scale Method				
TEST #	Meter LBS	Gallon	Scale LBS	% Error
1	6.5	0.75	6.54	0.615384615
2	6.5	0.75	6.55	0.769230769
3	6.1	0.71	6.15	0.819672131
Average				0.72%

TAG: ISO		Pump1	
Tolerance	1.00%	Status:	PASS
Flow Meter Information			
Manufacturer :	Macnaught	SN:	(63)155305
Flow Meter Model :	(63)MH009-2T1	SN:	
Core Processor :	PNP	SN:	(63)155305
Transmitter :	(63)Precision Digital		

Calibration Verification by Meter& Scale Method				
Test #	Meter LBS	Gallon	Scale LBS	% Error
1	7.52	0.74	7.58	0.79787234
2	7.52	0.74	7.59	0.930851064
3	7.62	0.75	7.68	0.787401575
Average				0.83%

Scale Certification & Traceability Information			
Equipment ID:	Houston Scale	Temp./HR:	50 F / 80%
Manufacturer:	Cardinal	Cal Interval:	Annual
Model Number :	205	Cal Date:	12/13/2024
Serial Number :	E21416-0208	Calibration Result:	PASS
Resolution :	100LBS./0.01LBS		

DATE OF CERTIFICATION		1/7/2025
Certified By :Robert Hattenbach		

Flow Meter Certification

TAG: RESIN

UNIT: 3993

Tolerance 1.00%

Status: PASS

Flow Meter Information

Manufacturer :	MICRO MOTION	SN:	(3993)3329602
Flow Meter Model :	(3993)1700	SN:	
Core Processor :	PUCK800	SN:	(3993)3329603
Transmitter :	(3993)2700		

Calibration Verification by Meter & Scale Method

TEST #	Meter LBS	Scale LBS	% Error
1	4.9	4.95	1.020408163
2	10.2	10.29	0.882352941
3	5.2	5.25	0.961538462
Average			0.95%

TAG: ISO

Tolerance 1.00%

Status: PASS

Flow Meter Information

Manufacturer :	MICRO MOTION	SN:	(3993)3338668
Flow Meter Model :	(3993)1700	SN:	
Core Processor :	PUCK800	SN:	(3993)3338667
Transmitter :	(3993)2700		

Calibration Verification by Meter& Scale Method

Test #	Meter LBS	Scale LBS	% Error
1	5.6	5.65	0.892857143
2	10.1	10.19	0.891089109
3	4.9	4.95	1.020408163
Average			0.93%

Scale Certification & Traceability Information

Equipment ID:	Wiggins Scale Company	Temp./HR:	50 F / 80%
Manufacturer:	Ohaus ES Series	Cal Interval:	Annual
Model Number :	PA7600M/4412	Cal Date:	12/21/2024
Serial Number :	6M-002204/802113R	Calibration Result:	PASS
Resolution :	100LBS./0.01LBS		

DATE OF CERTIFICATION 1/10/2025

Certified By : Robert Hattenbach

Flow Meter Certification

TAG: RESIN Pump2

UNIT: U31

Tolerance 1.00%

Status: **PASS**

Flow Meter Information

Manufacturer :	Macnaught	SN:	(31)2220232
Flow Meter Model :	(31)MH009-2T1	SN:	
Core Processor :	PNP	SN:	(31)E157233
Transmitter :	(31)B-Smart		

Calibration Verification by Meter & Scale Method

TEST #	Meter LBS	Gallon	Scale LBS	% Error
1	5.8	0.66	5.85	0.862068966
2	5.78	0.65	5.8	0.346020761
3	5.8	0.66	5.85	0.862068966
Average				0.68%

TAG: ISO Pump2

Tolerance 1.00%

Status: **PASS**

Flow Meter Information

Manufacturer :	Macnaught	SN:	(31)2209223
Flow Meter Model :	(31)MH009-2T1	SN:	
Core Processor :	PNP	SN:	(31)E155437
Transmitter :	(31)B-Smart		

Calibration Verification by Meter & Scale Method

Test #	Meter LBS	Gallon	Scale LBS	% Error
1	6.71	0.68	6.76	0.745156483
2	6.76	0.68	6.8	0.591715976
3	6.71	0.68	6.75	0.596125186
Average				0.64%

Scale Certification & Traceability Information

Equipment ID:	Wiggins Scale Company	Temp./HR:	50 F / 80%
Manufacturer:	Ohaus ES Series	Cal Interval:	Annual
Model Number :	PA7600M/4412	Cal Date:	12/13/2024
Serial Number :	6M-002204/802113R	Calibration Result:	PASS
Resolution :	100LBS./0.01LBS		

DATE OF CERTIFICATION 1/10/2025

Certified By : Robert Hattenbach

Flow Meter Certification

TAG: RESIN Pump1

UNIT: U31

Tolerance 1.00%

Status: **PASS**

Flow Meter Information

Manufacturer :	Macnaught	SN:	(31)2209217
Flow Meter Model :	(31)MH009-2T1	SN:	
Core Processor :	PNP	SN:	(31)E155437
Transmitter :	(31)B-Smart		

Calibration Verification by Meter & Scale Method

TEST #	Meter LBS	Gallon	Scale LBS	% Error
1	6.01	0.66	6.05	0.665557404
2	6.06	0.65	6.1	0.660066007
3	6.01	0.66	6.05	0.665557404
Average				0.66%

TAG: ISO Pump1

Tolerance 1.00%

Status: **PASS**

Flow Meter Information

Manufacturer :	Macnaught	SN:	(31)2209224
Flow Meter Model :	(31)MH009-2T1	SN:	
Core Processor :	PNP	SN:	(31)E155438
Transmitter :	(31)B-Smart		

Calibration Verification by Meter & Scale Method

Test #	Meter LBS	Gallon	Scale LBS	% Error
1	6.01	0.68	6.05	0.665557404
2	6.06	0.68	6.1	0.660066007
3	6.02	0.68	6.05	0.49833887
Average				0.60%

Scale Certification & Traceability Information

Equipment ID:	Wiggins Scale Company	Temp./HR:	50 F / 80%
Manufacturer:	Ohaus ES Series	Cal Interval:	Annual
Model Number :	PA7600M/4412	Cal Date:	12/13/24
Serial Number :	6M-002204/802113R	Calibration Result:	PASS
Resolution :	100LBS./0.01LBS		

DATE OF CERTIFICATION 1/10/2025

Certified By : Robert Hattenbach

August 1, 2025
Project No. 701355001

Mr. Blake Grappe
URETEK USA, Inc.
PO Box 1929
Tomball, Texas 77377

Subject: URETEK 486 Star 4R
Hydro-Insensitivity Testing

Dear Mr. Grappe:

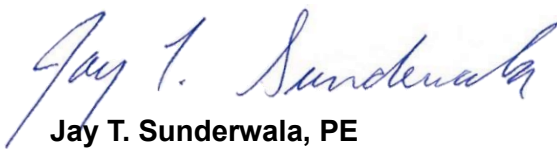
As you know Ninyo & Moore observed the testing procedure and reviewed the results for high-density polyurethane (HDP) grout known as URETEK 486 Star 4R.

On July 28, 2025, testing was performed in general accordance with New York Department of Transportation (NYDOT) Geotechnical Test Procedure (GTP-9). The attached data sheet documents the results of the testing

Based on review of the test results and GTP-9, URETEK 486 Star 4R meets NYDOT requirements for density and compression.

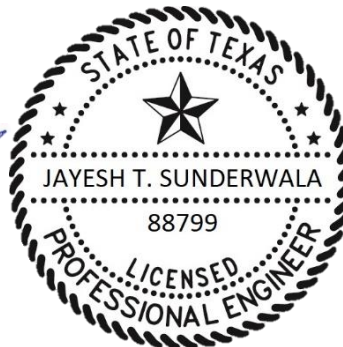
We appreciate the opportunity to be of continuing service to you on this project.

Respectfully submitted,
NINYO & MOORE
TBPE Firm No. F-9782



Jay T. Sunderwala, PE
Managing Principal Engineer

JTS/tah



11/09/2023

Attachment: Panel Test Data Sheet

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

Polymer Type & Manufacturer URETEK 486 STAR 4R

Lot # & Date on Component Containers HS4NU259

PROPORTIONING EQUIPMENT

Proportioner H-40 Hose Length (ft.) 150

Gun GX-7 Gun Set-up A1

A/B/H Temperature (°F) 110/110/110 A/B Pressure (psi) _____

CALIBRATION TEST

00:00:00 Time at Beginning of Injection (HH:MM:SS)

00:00:17 Time at End of Injection (HH:MM:SS)

5 Sample Weight (lbs.) vs. 5 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
- (✓) 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>5.76</u>	<u>75.10</u>
Sample 2	<u>5.67</u>	<u>72.63</u>

Wet Injection Shots

	Density (pcf)	Compressive Strength (psi)
	<u>5.73</u>	<u>65.07</u>
	<u>5.37</u>	<u>70.66</u>

	% Retention of Density
Sample 1	<u>99.3%</u>
Sample 2	<u>94.7%</u>

Technician BG
Date 07/28/2025

December 12th, 2025

Uretek USA, Inc
13900 Humble Road
Tomball, TX 77375
Attn: Jorge Majano

RE: Certification of minimum characteristics for URETEK 486 Star HDP

Dear Jorge,

BASF Corporation; Uretek 486 Star 4# resin and Uretek 486T Isocyanate. Uretek 486 Star 4# resin and Uretek 486T Isocyanate is a two-part, closed cell, hydrophobic, high density polyurethane foam system designed to be processed through a one to one by volume plural machine under appropriate processing conditions.

Uretek 486 Star 4# resin with Uretek 486T isocyanate meets or exceeds all physical properties outlined by laboratory generated physicals reported on the Technical Data Sheet (TDS) when correctly handled and processed under appropriate conditions.

Table DS-23042.02-1: HDP Characteristics

Technical Property	Requirement
Density, min., per ASTM D 1622	3.5 – 4.5 lbs/ft ³
Compressive strength, min., per ASTM D 1621	55 psi
Flexural Strength, min., per ASTM D 790	90 psi
Shear Strength, min., per ASTM C 273	45 psi
Tensile Strength, min., per ASTM D-1623	90 psi
Closed Cell Content, per ASTM D 6226	>85%
Curing Rate	90% of compressive strength within 30 minutes after injection

Product shelf life is 6 months on the resin and 12 months on the isocyanate from the date of manufacture as listed in the TDS (Technical Data Sheet).

For any further questions, please contact your BASF Account Manager.

Thank you,

Jeffrey Cornelius
BASF Corporation
Manufacturing address:
1703 Cross Point Rd
Houston, TX 77054

For more information on this product, please contact the BASF Tech Desk at 800.527.8324 or techquestions.na@basf.com

IMPORTANT! The information, data and products presented herein are based upon information reasonably available to BASF at the time of publication, and are presented in good faith, but are not to be construed as guarantees or warranties, express or implied, regarding performance, results to be obtained from use comprehensiveness merchantability, or that said information, data or products can be used without infringing patents of third parties. you should thoroughly test any application, and independently determine satisfactory performance before commercialization.

WARNING these products can be used to prepare a variety of polyurethane products. Polyurethanes are organic materials and must be considered combustible.



PRICING PAGE - ATTACHMENT A (ATT A)
Deep Injection Roadway Settlement Stabilization

Vendor Name : **URETEK USA, Inc.**

Vendor Instructions: Vendor shall complete Part I in its entirety, Part II shall only be completed if using an "equal to" item. Qualifying bids will be evaluated based on the sum of the bid totals to determine the low bid vendor. Failure to bid on all items may result in disqualification.

The bid price for High Density Polyurethane Fom Injection shall be an all-inclusive price which includes labor, equipment, materials, Standard Warranty and incidentals related to carrying out Deep Injection Roadway Settlement Stabilization project.

This is a single-vendor award contract and Vendor shall have the capacity to service all WVDOH Districts statewide.

PART I: BID PRICE PER UNIT OF MEASURE (Required)

Contract Item #	Description	Unit Of Measure	Bid Price
1	High-Density Polyurethane Foam Injection*	Pound	\$6.25
2	Mobilization -District 1: Boone, Clay, Kanawha, Mason and Putnam counties	Each	\$1.00
3	Mobilization -District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties	Each	\$1.00
4	Mobilization -District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties	Each	\$1.00
5	Mobilization -District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties	Each	\$1.00
6	Mobilization -District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties	Each	\$1.00
7	Mobilization -District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties	Each	\$1.00
8	Mobilization -District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties	Each	\$1.00
9	Mobilization -District 8: Pendleton, Pocahontas, Randolph and Tucker counties	Each	\$1.00
10	Mobilization -District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties	Each	\$1.00
11	Mobilization -District 10: McDowell, Mercer, Raleigh and Wyoming counties	Each	\$1.00
12	Mobilization - Additional	Each	\$1.00
13	Traffic Control - Pilot Truck and Driver	Day	\$750.00
14	Traffic Control - Devices	Unit	\$25.00
15	Traffic Control - Traffic Flagger	Hour	\$200.00
16	Traffic Control - Traffic Arrow Board	Day	\$200.00
17	Extended 3-Year Warranty	Each	\$0.75
Total Bid:			\$1,193.00

PART II: Equal To Items Bid

If bidding an "equal to" item, please provide product name and product description in Part II.

Attach with bid product data sheet, safety data, and any other information that may be applicable for determining product equivalency.

Equal To Product Bid (Provide Product Labels for Equal to Items Bid)	Product Name: _____ Product Description: _____
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Vendor Qualification Form- ATTACHMENT B (ATT B)
Deep Injection Roadway Settlement Stabilization

Vendor Name : URETEK USA, Inc.

Vendor Instructions: Please complete Parts I, II, and III below. It is required that Vendors include copies of all required certifications and testings with their bid submission. Attach additional pages if not adequate space to provide requested information.

Part I. EQUIPMENT

- A. **DCP Information, Section 3.2.2.1:** The DCP must be a *Pagani DPM 30* or equivalent, capable of taking readings up to 30 feet below grade. Please list all DCP equipment which may be used at the WVDOT project site below.

Model Name	Model Number	Description
Pagani	DPM 30	Portable DCP; Electric Motor; Percussion System; Extractor; Pedal; Rods for 30+ feet
Pagani	DPM 31	Portable DCP; Electric Motor; Percussion System; Extractor; Pedal; Rods for 30+ feet
Pagani	DPM 32	Portable DCP; Electric Motor; Percussion System; Extractor; Pedal; Rods for 30+ feet
Pagani	DPM 33	Portable DCP; Electric Motor; Percussion System; Extractor; Pedal; Rods for 30+ feet

- B. **Vendor Fleet, Section 3.2.2.2.** Vendors fleet should have a minimum of four trucks, with two certified flow meters mounted per truck. Please provide the Trucks make and model number below, as well as the flow meter certification dates.

Truck Make/Model:	No. of Flow Meters Installed:	Flow Meter Certification Dates:	
2012 Fregighliner Coronado SD	Two	Isocyanate: 01/03/2025	
		Resin: 01/03/2025	
2018 Peterbilt 567	Two	Isocyanate: 01/10/2025	
		Resin: 01/10/2025	
2005 Fregihtliner CST 120	Four	Isocyanate: 01/10/2025	Isocyanate: 01/10/2025
		Resin: 01/10/2025	Resin: 01/10/2025
2018 International MF035	Four	Isocyanate: 01/10/2025	Isocyanate: 01/10/2025
		Resin: 01/07/2025	Resin: 01/07/2025

Vendor Qualification Form- ATTACHMENT B (ATT B)
Deep Injection Roadway Settlement Stabilization

- C. **Vendors Experience, Section 3.2.6.3:** Provide the number of years of Deep Injection Roadway Settlement Stabilization experience. Provide information on 3 awarded contracts by State Department of Transportation clients for Deep Injection Roadway Settlement Stabilization services. Minimum of three (3) years' Vendor Experience required, as described in referenced section.

Years Experience: 36

State/DOT Client Name:	Contract Name and Number	Effective Date	Expiration Date
KYTC - Kentucky Transportation Cabinet	Foundation Stabilization with HDPF - MA#: MA 605 2100000865	3/31/2022	3/31/2026
TDOT - Tennessee Department of Transportation	Concrete Stabilization - Contract #: 81254	12/15/2023	12/14/2026
NDOT - Nebraska Department of Transportation	D1, D4, D5, D6, D7 & D8 On-call Pavement Lifting and Stabilization - Contract #:	10/1/2022	639 Calander Days

Part II. EXPERIENCE

- A. **Licensed Professional Engineer (P.E.) Experience, Section 3.2.6.4:** Provide the name, hire date, years of required experience and a brief description of registered P.E.'s required experience below. Minimum of three (3) years' experience required, as described in referenced section.

Professional Engineer's Name: Rex Klentzman, P.E. **Years of Experience:** 11
Description of Experience (use space below): **Hire Date:** Sep-14

URETEK ICR, Engineering Support Manager: September 2014 - September 2017

URETEK USA, Vice President of Engineering: September 2017 - Present

Consult on Polyurethane Grouting Grounf Improvement Projects relating to transportation infrastructure. Coordinate and execute testing

regimens with the goal of ground improvement verification. Review geotechnical reports and recommend design solutions. Sign / seal ground

improvement designs using HDPF.

Vendor Qualification Form- ATTACHMENT B (ATT B)
Deep Injection Roadway Settlement Stabilization

- B. **Supervisor and Crew Experience, Section 3.2.6.2:** Provide the names of all supervisors, lead workers, and technicians along with their crew role and years of experience. Minimum of three (3) years' experience required of supervisors, as described in referenced section.

Supervisor's Name: Herbert Morrison Years of Experience: 5
Description of Experience: Crew lead for DOT polyurethane injection projects. Previous projects complete for WVDOT, TDOT, KYTC, ODOT.

Supervisor's Name: Johnny Metoyer Years of Experience: 18
Description of Experience: Crew lead for DOT polyurethane injection projects. Previous projects completed for TDOT, KYTC, ODOT, NYDOT, VDOT, GDOT, ADOT, MDOT.

Supervisor's Name: Michael Smith Years of Experience: 5
Description of Experience: Crew lead for DOT polyurethane injection projects. Previous projects completed for TDOT, KYTC, ODOT, WisDOT, NDOT, MDOT, GDOT.

C. **Lead Worker's Names:**

<u>Gary Moore</u>	Years of Experience:	<u>4</u>
<u>Luke Price</u>		<u>5</u>
<u>Rolando Garcia</u>		<u>3</u>
<u>Chase Bonitz</u>		<u>3</u>

D. **Technician's Names:**

<u>Jerell Barnett</u>	Years of Experience:	<u>2</u>
<u>Trillion McCoy</u>		<u>3</u>
<u>Nathan Whitman</u>		<u>3</u>
<u>Charles Morrison</u>		<u>2</u>

Vendor Qualification Form- ATTACHMENT B (ATT B)
Deep Injection Roadway Settlement Stabilization

Part III. REQUIRED CERTIFICATIONS

The certifications below shall be provided with the bid submission for bid evaluation.
Failure to provide required certifications will result in disqualification of bid.

- ☒ **High-Density Polyurethane Foam manufacturer certification - Section 3.2.1.1.**
- ☒ **Panel Test for Hydro-Insensitivity of High-Density Polyurethane Grout - Section 3.2.1.2.**
- ☒ **Pumping Unit Flow Meter certification/calibration documentation - Section 3.2.2.2.**