

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

375-040-19
PROCUREMENT
OGC - 06/12
Page 1 of 8

Agreement No.: BDV76
Financial Project I.D.: _____
F.E.I.D. No: F274875234-001
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: ITB-DOT-12/13-9015-JP
D.M.S. Catalog Class No.: 991-062

BY THIS AGREEMENT, made and entered into this 22nd day of February, 2013, by and
between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and
Uretek Holdings, Inc.

of 8404 Epicenter Boulevard, Lakeland, Florida 33809

duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

A. In connection with Shallow Subsurface Polyurethane Injection Project

the Department does hereby retain the Vendor to furnish certain services, information, and items as
described in Exhibit "A," attached hereto and made a part hereof.

B. Before making any additions or deletions to the work described in this Agreement, and before undertaking
any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall
enter into an Amendment covering such work and compensation. Reference herein to this Agreement
shall include any amendment(s).

C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this
Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be
the exclusive property of the Department without restriction or limitation on their use and shall be made
available, upon request, to the Department at any time during the performance of such services and/or
upon completion or termination of this Agreement. Upon delivery to the Department of said document(s),
the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes.
The Vendor shall not copyright any material and products or patent any invention developed under this
Agreement. The Department shall have the right to visit the site for inspection of the work and the
products of the Vendor at any time.

D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the
professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules
promulgated by the Department of Business and Professional Regulation, and guidelines published by
the Department, in effect at the time of execution of this Agreement. In the event that changes in the
statutes or rules create a conflict with the requirements of published guidelines, requirements of the
statutes and rules shall take precedence.

E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department
and at intervals established by the Department. The Department shall be entitled at all times to be
advised, at its request, as to the status of work being done by the Vendor and of the details thereof.
Coordination shall be maintained by the Vendor with representatives of the Department, or of other
agencies interested in the project on behalf of the Department. Either party to this Agreement may
request and be granted a conference.

F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all
questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this
Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount
of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon
the parties hereto. Adjustments of compensation and contract time because of any major changes in the
work that may become necessary or desirable as the work progresses shall be subject to mutual
agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

Chief Engineer

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or twenty-four (24) month thereafter, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):
- ☐ Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.
- ☒ Services shall commence upon written notice from the Department's Contract Manager and shall be completed by twenty-four (24) months thereafter or date of termination, whichever occurs first.
- ☐ Other: See Exhibit "A"
- B. RENEWALS (Select appropriate box):
- ☒ This Agreement may not be renewed.
- ☐ This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.
- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Section 215.422(14), Florida Statutes.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and Chapter 3 - Travel, Department's Disbursement Operations Manual, 350-030-400.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

- ☐ No general liability insurance is required.
- ☒ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ see attached per person and \$ see attached each occurrence, and property damage insurance of at least \$ see attached each occurrence, for the services to be rendered in accordance with this Agreement.
- ☐ The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$ _____.

C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

- ☐ No Bond is required.
- ☒ Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. **CERTIFICATION.** With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. **COMPLIANCE WITH LAWS**

- A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

- (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
- (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work

satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

- E. For Agreements \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Agreement after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

- B. Select the appropriate box:

☒ The following provision is not applicable to this Agreement:

☐ The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

☐ The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826
(800)643-8459

- ☐ This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- J. Time is of the essence as to each and every obligation under this Agreement.

- K. The following attachments are incorporated and made a part of this agreement:
Exhibit "A", Scope of Services, Exhibit "B", Method of Compensation, Exhibit "C", Bid Sheet,
Technical Special Provisions for Shallow Subsurface Polyurethane Injection
Attachment 1 Liability Insurance Requirement
- L. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Uretek Holdings, Inc.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY:

Authorized Signature

BY:

Authorized Signature

(Print/Type)

Thomas C. Byron

(Print/Type)

Title:

Title: Chief Engineer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

Procurement Office

Stephanie Burch

Exhibit "A"

Scope of Services

SHALLOW SUBSURFACE POLYURETHANE INJECTION

Perform shallow subsurface polyurethane injection to fill voids, seal drainage structures and improve shallow subsurface soil conditions on the State Transportation System. Furnish all labor, equipment and materials required to inject two-part polyurethane grout to a depth of not more than 30 feet. The grout shall have the capability of increasing its volume by five (5) times the volume before expansion. Include any combination of horizontal and vertical grout injections deemed necessary to densify base and sub-base soils, fill subsurface voids, correct pavement alignment issues, lift and realign concrete transportation features, seal and realign storm drain features, and seal and stabilize water control structures in accordance with the Task Work Order. Perform all work in accordance with the attached Technical Special Provisions for Shallow Subsurface Polyurethane Injection and Florida Department of Transportation Standard Specifications.

EXHIBIT "B"
METHOD OF COMPENSATION

1.0 PURPOSE:

This Exhibit defines the limits and method of compensation to be made to the Vendor for the services set forth in Exhibit "A", Scope of Services and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. A Task Work Order (TWO) will be issued for each task scheduled. All work assignments shall be completed in accordance with Exhibit "A". Services to be provided on each task will be initiated and completed as directed by the Project Manager.

3.0 STATE MATERIALS OFFICE AUTHORIZATIONS:

A. Compensation:

The total of all authorizations shall not exceed the Budgetary Ceiling of \$250,000.00 by the State Materials Office.

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department, based upon need and availability of budget, may increase or decrease the Budgetary Ceiling by Amendment. Execution of this Agreement does not guarantee that the work will be authorized.

B. Establishment of Task Work Order (TWO) Amount:

For each TWO, the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based upon the rates established on the Exhibit "C", Bid Sheet. Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Project Manager, a TWO shall be issued by the Project Manager. All work authorizations shall be completed within the term of this Agreement.

C. Progress Payments:

The Vendor shall submit monthly invoices in a format acceptable to the Department. Payment for services shall be made at the price per pound in Exhibit "C", Bid Sheet, as approved by the Department. The price per pound shall include the costs of salaries, overhead, fringe benefits and operating margin mobilization and travel expenses. For the satisfactory completion of these services detailed in each TWO, the Vendor shall be paid up to the Maximum Amount of each TWO. Payment shall be made to the Vendor upon completion of all services, as approved by the Department.

The Vendor shall submit invoices to the Project Manager listed in the TWO.

4.0 DISTRICT OFFICES AUTHORIZATIONS:

A. Compensation:

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department will authorize services, based upon need and availability of District budget.

B. Establishment of Task Work Order (TWO) Amount:

For each TWO, the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based upon the rates established on the Exhibit "C", Bid Sheet. Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Project Manager, a TWO shall be issued by the Project Manager. All work authorizations shall be completed within the term of this Agreement.

NOTE: THE PROJECT MANAGER SHALL OBTAIN FUND APPROVAL FOR EACH TASK WORK ORDER BY AN APPROVED ENCUMBRANCE PRIOR TO ISSUING THE TASK WORK ORDER.

C. Progress Payment:

The Vendor shall submit monthly invoices in a format acceptable to the Department. Payment for services shall be made at the price per pound in Exhibit "C", Bid Sheet, as approved by the Department. The price per pound shall include the costs of salaries, overhead, fringe benefits and operating margin mobilization and travel expenses. For the satisfactory completion of these services detailed in each TWO, the Vendor shall be paid up to the Maximum Amount of each TWO. Payment shall be made to the Vendor upon completion of all services, as approved by the Department.

The Vendor shall submit invoices to the Project Manager listed in the TWO.

5.0 DETAILS OF THE BILLING RATES:

Details of the Billing Rates for the performance of services set forth in Exhibit "A", are attached as Exhibit "C", Bid Sheet.

Exhibit "C"
BID SHEET

BID NUMBER: ITB-DOT-12/13-9015-JP

BID TITLE: Shallow Subsurface Polyurethane Injection Project

ITEM 1) Shallow Subsurface Polyurethane Injection, as specified in Exhibit "A" Scope of Services:

Materials for polyurethane injection, Price Per Pound \$ 11.00

Mobilization (from vendor location to any point in District 1) @ \$ 0.00

Mobilization (from vendor location to any point in District 2) @ \$ 0.00

Mobilization (from vendor location to any point in District 3) @ \$ 0.00

Mobilization (from vendor location to any point in District 4) @ \$ 0.00

Mobilization (from vendor location to any point in District 5) @ \$ 0.00

Mobilization (from vendor location to any point in District 6) @ \$ 0.00

Mobilization (from vendor location to any point in District 7) @ \$ 0.00

Overall Total \$ 11.00

The mobilization rates for all seven Districts will be added together and averaged. The Department will add the price per pound to the averaged mobilization rates to determine the Overall Total amount. The vendor with the lowest Overall Total will be the vendor awarded the contract.

The contract billing rates shall include the costs of salaries, overhead, fringe benefits and operating margin.

MFMP Transaction Fee:

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

NOTE: In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Bidder: URETEK Holdings, Inc. FEID# 27-8475234

Address: 8404 Epicenter Boulevard City, State, Zip: Lakeland, Florida 33809

Phone: 863-984-8727 Fax: 863-984-9290 E-mail: bmoody@uretekholdings.com

Authorized Signature:  Date: 11/13/12

Printed/Typed: Robert Moody, Jr. Title: Chief Operating Officer

TECHNICAL SPECIAL PROVISIONS
FOR
SHALLOW SUBSURFACE POLYURETHANE INJECTION

Project Name: Statewide Shallow Subsurface Polyurethane Injection

Project Number (FIN): 433386-1-72-01

Scope: This Technical Special Provision is for Polyurethane Injection at Box Culverts, Drainage Structures and Bridge Approach Slabs for the purpose of filling voids, sealing drainage structures and improving shallow subsurface soil conditions.

Restriction: Prior approval of the use of this specification must be obtained from State Geotechnical Engineer.

Notice: The official record of this document is the electronic file signed and sealed under Rule 61G15-23.003 F.A.C

Prepared By: Lawrence E. Jones, PE
FL PE No. 47602

Date: 06 November 2012

Pages: 1 through 7

SHALLOW SUBSURFACE POLYURETHANE INJECTION.

(REV 11-06-12)

SECTION T906 SHALLOW SUBSURFACE POLYURETHANE INJECTION

T906-1 Description.

Fill voids, seal drainage structures and improve shallow subsurface soil conditions on the State Transportation System. Furnish all labor, equipment and materials required to inject two-part polyurethane grout to a depth of not more than 30 feet.

Include any combination of horizontal and vertical grout injections deemed necessary to densify base and sub-base soils, fill subsurface voids, correct pavement alignment issues, lift and realign concrete transportation features, seal and realign storm drain features, and seal and stabilize water control structures in accordance with the work order.

T906-1.1 Contractor: Submit qualifications to the Engineer for approval. Do not start work until the Engineer's review of the contractor's qualifications submittal is approved. The contractor must have at least five years of successful experience in shallow subsurface polyurethane injection. The on-site superintendent shall have at least three years of successful experience in shallow subsurface polyurethane injection. Submit references of such activities for approval.

T906-1.2 Scheduling Work: Services may be scheduled to be performed at night or on weekends as deemed necessary by the Department.

Review the available subsurface information and visit the site to assess the site geometry, equipment access conditions, and location of existing structures and above ground facilities. Any damage resulting from the injection operation is the sole responsibility of the contractor. Field locate and verify the location of all utilities in the vicinity of the project site prior to starting the work. Maintain uninterrupted service for all existing utilities throughout the work.

T906-2 Materials

T906-2.1 General. Use materials in this work that conform to the requirements of the FDOT Standard Specifications except that for high density polyurethane materials only.

T906-2.2 Grout Description: The material shall be a closed cell, hydro-insensitive, high density polyurethane system that upon injection results in rapid expansion and curing.

T906-2.3 Free Rise Density: The material shall have a free rise density of 4.0 plus or minus 0.3 lbs/ft³ per ASTM D1622 (without conditioning).

T906-2.4 Compressive Strength: The material shall have a minimum compressive strength of 60 psi per ASTM D1621 (without conditioning).

T906-2.5 Cure Time: The material shall reach a minimum compressive strength of 45 psi within 30 minutes such that traffic, if work is performed within the travel lane, may be safely restored within 30 minutes after the last injection of material. Likewise, material shall be similarly cured on other features within the State Transportation System so that they may be returned to their original intended service within 30 minutes after the last injection is performed.

T906-2.6 Performance in Water: The injected material shall not be affected by the presence of excess water.

T906-2.7 Certification: The material characteristics must be certified by the manufacturer. Submit appropriate documentation to the Engineer. The certified report shall specify that the material meets all the requirements in this Technical Special Provision.

T906-2.8 Additional Formulations: Certain situations may necessitate the use of polyurethane formulations that provide physical characteristics exceeding the specifications above. In these situations submit appropriate documentation to the Engineer for approval.

T906-3 Equipment Requirements.

Provide mobile equipment that is fully operational within 30 minutes of arriving on site. Include a pumping unit capable of injecting material to the locations and depths required with electric generating capabilities necessary to support the grouting operations. Provide equipment capable of precisely controlling the rate of flow of material as required to achieve the desired results while minimizing blowback and blowouts. Provide equipment with a certified flow meter or volumetric measurement device having a visual readout to measure the amount of material injected at each location. The visual readout of the material pumped will be used as the basis for payment.

Provide equipment with pressure and temperature control devices capable of maintaining proper temperature and proportionate mixing of the polyurethane component materials.

Provide drilling equipment capable of efficiently drilling the required diameter injection holes shown on the plans through concrete, pavement or other masonry materials without damaging the integrity of the existing structure.

Provide laser levels and target readers, zip levels and other measuring devices capable of monitoring movement at the surface of the pavement or structure to verify that the injected base and sub-base soils have been properly densified and stabilized without adversely affecting the existing profile.

Provide all necessary equipment such as light towers, electric generators, compressors, heaters, hoses, containers, valves and gauges to efficiently conduct and control the work.

T906-4 Construction Requirements.

T906-4.1 Construction Submittals: Upon approval of the contractor's qualifications, submit the following information to the Engineer for review and approval prior to performing the work at the project location:

1. The proposed start date and duration of the project sequence.
2. List and size of proposed equipment including methods to provide the required size injection holes, pumping units, types of heave monitoring leveling equipment, and any other type of equipment that may be used during the construction activities.
3. A list of construction methods used for the preparation of the site including methods for measurements concerning slab lifting requirements, clearing of debris and a pre-construction survey documenting existing cracks/damage to concrete curb and gutters or adjacent structures.
4. A list of construction methods used to perform the injection of the polyurethane grout with a detailed sequence of injection operations.

5. Manufacturer's Technical Data Sheet verifying that the polyurethane materials meet this Technical Special Provision, including the densities (in pounds per gallon) of each individual component (resin and activator) of the polyurethane.

6. Certification for the metering device or the contractor's plan for measuring the material.

T906-4.2 Pavement Profile: Provide a pavement or structure profile from laser level measurements of each area to document pre-existing conditions to ensure movement does not exceed 1/16 inch of the final planned elevation during the injection operations. Provide a report documenting this inspection and the recorded elevations to the Engineer before the start of work. This report will include photographs of the area documenting the location and length of existing cracks. The report shall be approved by the Engineer prior to performing the work at the project location. Prior approval of this report will not be required for emergency response situations.

T906-4.3 Quality Control: Perform a quality check, in the presence of the Engineer, using the flow meters and/or measurement devices, on the ratio of the parts provided by the injection system. Perform a test shot of material from one gun at a time with a minimum of 1 gallon of each material, comparing the output in gallons of resin to the gallons of activator to determine the injection 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. Repeat the quality check for all injection guns. Following these checks and adjustments, and prior to performing the work each day, reset the measurement devices on the pumping units to zero.

T906-4.4 Testing: Additional subsurface testing, such as Standard Penetration Test (SPT) or Dynamic Cone Penetrometer (DCP), may be required as directed by the Engineer on each project lane to confirm existing subgrade soil conditions based upon available subsurface information. The Engineer may require access holes to be drilled to allow the insertion of video equipment to assess the size of existing voids.

T906-4.5 Injection Placement: For soil densification and compaction of unconsolidated base soils, stabilization of asphalt, composite pavement, concrete pavement or a concrete structure a series of 5/8 to 3/4 inch holes (as required for injection tube placement) shall be drilled at approximately 4 foot spaced intervals, or as determined by the Engineer, through the structure above the area requiring soil remediation. For injections between 5 feet and 30 feet deep, the hole diameter may be increased as required to accommodate the required tubes. Ensure the inside diameter of the tubes is not larger than 1-1/2 inches. Determine the location of existing approach slab reinforcing prior to drilling grout holes. Do not drill into or cut existing reinforcing. If existing reinforcing is encountered during drilling, shift the hole to clear reinforcing. Inject the polyurethane through injection tubes inserted into the drilled holes to the proper depth or depths shown on the plans. If not shown on the plans, select the exact location, spacing, hole size and depth of the injection tubes with the approval of the Engineer. Determine the rate and amount of material injected to obtain proper densification of the base and sub-base soils with the approval of the Engineer.

Install and operate a level control system for use during the injection operation. Use the approved leveling unit(s) to monitor the elevation of the pavement or structure profile to ensure that no heave has taken place. Conduct monitoring so as to detect any movement within a 10 to 15 foot radius from the point of injection whenever injection is occurring, or as approved by the Engineer. Continuously monitor laser level or dial indicator micrometer readings during injection to determine sufficient material usage and soils densification as indicated by pavement

movement of 1/16 inch or less. Continuously monitor all components that may be subject to lifting force during the injection process in order to immediately detect and prevent unintended movement relative to directly adjoining structures. These adjoining structures may include, but not be limited to adjacent bridge spans, road surfaces, curb, gutter, etc. Inject material gradually to avoid excessive force build up. If the movements exceed 1/16 inch beyond the desired structure profile, take corrective actions necessary to stop the movement and perform repairs. Immediately notify the Engineer if signs of movement; such as new cracks in the pavement, increased size of existing cracks, or separation of joints in paved and unpaved surfaces; are observed. Repair any damage to the concrete slab/pavement, adjacent structures, gutters, and shoulders caused during the work to the satisfaction of the Engineer, at no cost to the Department.

Remove any excessive polyurethane material extruding from cracks or the drilled holes. Seal the drilled holes to the full depth of the slab section with cement grout.

Allow the polyurethane material to cure before allowing traffic on to approach slabs with improved subgrade.

T906-4.6 Faulted Joints. For undersealing and leveling of faulted joints of concrete pavement, first inject the grout on 4 foot spaced intervals into the soft sub-base material to stiffen the support for the joint. An attempt should be made to re-align the joint by way of injection into the sub-base. If that is unsuccessful, injection directly under the pavement to realign the joint may be allowed.

T906-4.7 Drainable Bases: Ensure the material does not enter and fill the drainable base. For stabilization of pavement with a drainable base, place injection tubes approximately 24 inches below the bottom of the drainable base. Inject the material to densify the subgrade and then move the sub-base and base material up, compressing it against the bottom of the pavement, returning the pavement to near its original grade.

T906-4.8 Lifting: Densify the subgrade by injecting grout through tubes inserted approximately 12 inches below the bottom of the base material. After the subgrade is densified, lift the dip out of the pavement through continued injection of grout below the base to return the pavement or structure to its original grade, rather than sandwiching the polyurethane grout between the concrete and the base.

T906-4.9 Sleeper Slabs: For bridge approach slabs that have sleeper support slabs drill all holes fully sleeved by tubes into the base soils to prevent any injection of grout between the sleeper slab and the pavement. To stabilize the sleeper slab, insert injection tubes to a minimum depth of 5 feet (minimum of 2 feet below the bottom of the sleeper slab) and then at a second elevation approximately 10 feet below the pavement surface. Inject material in each tube until the soils are stabilized as evident when movement of the pavement is detected. After the soil is stabilized beneath the sleeper slab, injection may be continued to lift the sleeper slab and pavement to original grade. Based upon the soil investigation results, additional levels of injections may be required to provide adequate stabilization. When necessary to prevent the loss of soil beneath the abutment wall, insert a row of injection tubes to the proper depth, and inject material to densify the soils and close off any pathways for water to travel, carrying soils out from under the abutment wall. Based on soil boring data, whether gained through geotechnical testing reports or on site methods, determine the condition of the soil profile below the affected structure prior to performing the grout injection. The grout injection quantity, elevation and/or

grid pattern may be altered, upon review and approval by the Engineer as needed to properly treat any weak base soils.

T906-4.10 Edge Drains: If edge drains are present, keep all injections within 4 feet of the edge drain at least 18 inches below the bottom of the edge drain.

T906-4.11 Punch Outs: Prior to replacement of short sections of concrete or asphalt (punch-outs) where base and sub-base are suspected to be part of the cause of the pavement failure, perform injections to densify the base and sub-base to avoid cutout and removal of base and sub-base. Grease injection tubes sufficiently to facilitate simple removal of the existing pavement without pulling the tubes out with the pavement and prevent disturbance of the newly stabilized base/sub-base. After removal of the pavement, cut the tubes off at the top of the base material.

T906-4.12 Blowouts: Take responsibility for any pavement blowouts, excessive pavement lifting, pavement damage or exacerbation of misalignment that may occur as a result of the work. If movement exceeds 1/16 inch, take corrective actions necessary to stop the movement and repair any subject areas to the satisfaction of the Engineer at the contractor's expense.

T906-4.13 Storm Drains: For lifting, sealing and stabilization of storm drains including pipe, manholes and other built structures, propose a plan of action to the Engineer for approval. Prior to performing work, evaluate the integrity of the pipe and storm drain system through inspection, either visual or by remote camera to determine the correct placement of grout. Perform post installation evaluation of the work by similar means. Ensure that any grout entering the storm drain system during the installation work is removed and disposed of accordingly.

T906-4.14 Water Control Structures: For void filling and sealing of water control structures, culverts and sea walls, propose a plan of action to the Engineer for approval. Base the plan of action on the specific situation and propose the injection spacing, elevations, quantities and desired result.

T906-8 Testing Requirements.

The Engineer reserves the right to perform testing in the improved areas to evaluate the success of the injected operation. Testing may be performed prior to the injection operations and again after injection completion. The Engineer reserves the right to perform compressive strength testing on polyurethane samples.

T906-9 Report.

Submit a report to the Engineer documenting the polyurethane material injection and instrumentation. Provide before and after photos of the project, a diagram of injection ports, injection volumes per port, duration of injection at each port, problems encountered during construction, resolutions made, and certification testing results in the report. Include pavement profiles before and after injection, transition at joints are the smooth, and there are no additional cracks in the pavement. Submit the report prior to final acceptance of the project. In addition, supply as-built injection drawings and grade readings within 5 days of completing the project.

T906-10 Method of Measurement.

The quantity to be paid for will be the total weight, in pounds, of material authorized, used, and accepted to perform the necessary subgrade improvement. Multiply the volume (in

gallons) of resin by the resin density to determine the weight of resin. Multiply the volume (in gallons) of activator by the activator density to determine the weight of activator. Add the weights of resin and activator to determine the total weight.

T906-11 Basis of Payment.

Price and payment will be full compensation for all work specified in this section including mobilization, injection tubes, furnishing and injecting material. Scheduled activities performed during regular work hours or outside regular work hours will be paid at the contracted unit price. All testing as requested by the Engineer will be paid for at the contract unit price.

Payment will be made under:

- Mobilization, lump sum – Any point within District 1
- Mobilization, lump sum – Any point within District 2
- Mobilization, lump sum – Any point within District 3
- Mobilization, lump sum – Any point within District 4
- Mobilization, lump sum – Any point within District 5
- Mobilization, lump sum – Any point within District 6
- Mobilization, lump sum – Any point within District 7
- Polyurethane Injection up to 30 feet deep, per pound

ITB-DOT-12/13-9015-JP Shallow Subsurface Polyurethane Injection Project

ATTACHMENT 1

LIABILITY INSURANCE REQUIREMENT

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance has been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, (Joyce Plummer 605 Suwannee Street, MS 20, Tallahassee, Florida 32399-0450).**

Furnish evidence to the Department that, with respect to the operations performed, regular Contractors' Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractors' Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period is carried. Cause the Department to be an additional insured party on the Contractor's Public Liability and Property Damages Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance.