MA 18P 2011190000000000055 NEW

State of Maine



Master Agreement

Effective Date: 11/19/20

Expiration Date: 11/30/21

Master Agreement Description: Bridge Seal-Pre-Compressed, Self-expanding Foam Joint System

Buyer Information William Allen	207-624-7871	ext. NULL	WJE.Allen@maine.gov
Issuer Information Sharon Krechkin	207-624-3038	ext.	sharon.krechkin@maine.gov
Requestor Information Sharon Krechkin	207-624-3038	ext.	sharon.krechkin@maine.gov

Agreement Reporting Categories

Authorized Departments

Vendor Information

Vendor Line #: 1

Vendor ID VS000021646 Vendor Name Watson Bowman Acme

Alias/DBA

Vendor Address Information 95 Pineview Drive

Amherst, NY 14228 US

Vendor Contact Information Debbie Steiger

716-817-5410 **ext.** debbie.steiger@mbcc-group.com

Commodity Information

Vendor Line #: 1

Vendor Name: Watson Bowman Acme Commodity Line #: 1 Commodity Code: 15507 Commodity Description: Bridge Joint Seal Commodity Specifications: Commodity Extended Description: Bridge Seal-Pre-Compressed, Self-expanding Foam Joint System.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days 5	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Bidge Foam Joint Seal	0.0000 %	
	Discount Start Date	Discount End Date
	11/19/20	11/30/21

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by: Jaime C. Schorr -6D6437754DD0459.

11/20/2020

Signature

Date

Jaime C. Schorr, Chief Procurement Officer

and

Watson Bowman Acme

—Docusigned by: Debbie Steiger

0582CE0D48F2

12/1/2020

Signature

Date

Debbie Steiger, National Sales Manager

RIDERS

	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
\boxtimes	Rider A – Scope of Work and/or Specifications
\boxtimes	Rider B – Terms and Conditions
	Rider C - Exceptions
\boxtimes	Bid Cover Page and Debarment Form – Appendix A from RFQ
\boxtimes	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
\boxtimes	Price sheet (attach excel spreadsheet to post on website)
	Other – Included at Department's Discretion

RIDER A Scope of Work and/or Specifications MA 201119-055

Commodity: Bridge Seal-Pre-Compressed, Self-expanding Foam Joint System

Master Agreement Competitive Bid RFQ: 17A 201020-089

Contract Period: Through November 30, 2021. The State of Maine with vendor approval can opt to issue up to three (3) one (1) year extensions.

Vendor Contact Person: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is: Name: Debbie Steiger Tel: 716-817-5410 Email: debbie.steiger@mbcc-group.com

Prices: Prices are with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Ordering Procedures: Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

Delivery Locations: The vendor will be required to deliver to any State of Maine owned or leased facility. The following are where the majority of deliveries for MaineDOT will be made: Scarborough, West Gardiner, Dixfield, Carmel, Bangor, Hancock, Pembroke, Houlton, Presque Isle.

Delivery: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

The State reserves the right to add other similar items or commodities to the MA if it's in the State's best interest but does not obligate the State to purchase similar noncontracted items or commodities from this vendor.

Specifications Bridge Seal

Pre- Compressed, silicone coated, self-expanding foam joint system

PHYSICAL PROPERTIES:

Seal Profile:

PHYSICAL PROPERTIES	TEST METHODS	REQUIREMENTS
Foam Core	N/A	Cellular, high density,
		polyurethane foam
Impregnation	N/A	Proprietary, modified,
		water-based, acrylic
Tensile Strength	ASTM D3574	21 psi., min.
Elongation	STM D3574	125%, min.
UV / Light & Moisture Resistance	DIN 18542	Pass
Compression Set	ASTM D3574	20%, max.
Density	ASTM D545	4 lb./cu. Ft. min
Tear Resistance	ASTM D624	5 lb./in. min.
Vertical Laminations		None
Water Absorption	ASTM D3574	<0.3 lb./ft^2
Temperature Service Range	ASTM C711	-40degF to 185degF

Surface Seal:

PHYSICAL PROPERTIES	TEST METHODS	REQUIREMENTS
Color	Visual	Gray
Durometer (Shore A)	ASTM C 661	20
Resilience	ASTM D5329	>/=95%
Tensile Strength	ASTM D412	140 psi
Joint Modulus at	D3574 E	
50%		7 psi max
100%		8 psi max
150%		9 psi max
Elongation @ break	D3574 E	>1400%
Weatherability		Unaffected by climate
		extremes
Flexibility		Cured sealant stable from
		-50degF to 300degF



INSTALLATION PROCEDURE

Wabo®FS Bridge Seal

Expansion Control Systems

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The following installation procedure is very important and must be fully understood prior to beginning any work. To ensure proper installation and performance of expansion joint system the following actions must be completed by the installing contractor. Failure to do so will affect product warranty.

- 1) Carefully read and understand installation procedure. Contact WBA's Technical Service Department at (800) 677-4922 for product assistance.
- Inspect all shipments and materials for missing or damaged components and hardware. Contact Customer Service at (800) 677-4922 with WBA's order number and invoice for prompt assistance.
- 3) Inspect substrate or adjacent construction for acceptance before beginning work. Report unacceptable construction to the project manager for scheduled repair work.
- 4) Review WBA shop drawings for project specific detailed information if Engineering services were purchased at time of order.

lssued 01/26/2017 p/n: 20233





Standard components



Wabo®FS Bridge Seal (Refer to chart below for size and part number)

Model	P/n	"A'	"B"	Length
	Gray			
FS-050	#50100	1/2"	1-1/2"	6.5'
FS-075	#50101	3⁄4"	1-1/2"	6.5'
FS-100	#50102	1"	1-1/2"	6.5'
FS-125	#50103	1-1/4"	1-1/2"	6.5'
FS-150	#50104	1-1/2"	2"	6.5'
FS-175	#50105	1-3/4"	2"	6.5'
FS-200	#50106	2"	2"	6.5'
FS-225	#50107	2-1/4"	2"	6.5'
FS-250	#50108	2-1/2"	3"	6.5'

FS-275	#50109	2-3/4"	3"	6.5'
FS-300	#50110	3"	3"	6.5'
FS-325	#50111	3-1/4"	3"	6.5'
FS-350	#50112	3-1/2"	3"	6.5'
FS-375	#50113	3-3/4"	4"	6.5'
FS-400	#50114	4"	4"	6.5'
FS-425	#50115	4-1/4"	4"	6.5'
FS-450	#50116	4-1/2"	4"	6.5'
FS-475	#50117	4-3/4"	4"	6.5'
FS-500	#50118	5"	4"	6.5'



Wabo Gel Adhesive



Dual Cartridge Pneumatic Caulking Gun



Pneumatic Caulking Gun



Wabo®Sil Adhesive



NP 100 High Performance Sealant

Components shown below vary in size depending on model of system





INSTALLATION PROCEDURE

Temperature can affect the expansion properties of the material during installation. Material will expand faster when hot and slower when cold.



Installation Tip: In cold temperatures, store material (Preconditioned) in a heated area 24hrs prior to installation. In hot temperatures, store material out of direct sunlight and not in an enclosed storage container where temperatures may exceed 100° F. Material is best stored between 70°F and 80°F. From an installation standpoint, the best working temperature of the material is 70-80°F.



2-3/4" 3" 3-1/4" 3-1/2" 3-3/4" 4" 4-1/4" 4-1/2" 4-3/4" 5"

Model	Joint	FS-275
	Opening	FS-300
FS-050	1/2"	FS-325
FS-075	3⁄4"	FS-350
FS-100	1"	FS-375
FS-125	1-1/4"	FS-400
FS-150	1-1/2"	FS-425
FS-175	1-3/4"	FS-450
FS-200	2"	FS-475
FS-225	2-1/4"	FS-500
FS-250	2-1/2"	



Prior to beginning work, installer shall inspect for proper joint interface and ensure that joint opening has enough depth to accept the Wabo®FS Bridge Seal. Verify joint opening as called for on chart. Deficiencies in joint opening must be corrected prior to beginning work, such as spalled edges and protruding objects to ensure a clean, smooth, dry surface for installation of Wabo®FS Bridge Seal. Recommended Concrete Surface Profile is 2-3.





Before installation of Wabo®FS Bridge Seal, tape off edges of the substrate to prevent the epoxy from coming in contact with the exposed surface.







MIX EPOXY

- 1. Epoxy adhesive may be used in the >40°F (5°C) to 95°F (35°C) temperature range.
- 2. Place static mixing tip on cartridge. Place cartridge in dual cartridge pneumatic caulking gun.
- 3. Every time a new static mixing tip is used, pull trigger and dispense until epoxy turns green to ensure monolithic mix. Once this is determined, you are ready to start applying epoxy to the substrate.

APPLY EPOXY

1. Run a bead of epoxy on vertical face of substrate, spread with a 2" margin trowel, approximately 1/16th" to 1/8th" thick. Avoid placement of epoxy in the top 3/4" from grade down in joint opening on both sides.

<u>TIPS</u>

- 1. Do not apply Epoxy until ready to install the expansion joint.
- 2. Pre-condition WaboGel adhesive 70-80 degrees F 24-hrs ahead of time.
- Recommend a small air compressor for the dual cartridge pneumatic caulking gun. Air pressure ranges from 30psi-90psi depending on viscosity of the gel adhesive. Adjust psi to control flow of material. Use higher psi for more viscous materials (cold). Use lower psi for less viscous materials (hot).
- 4. For every +17°F, the epoxy cures twice as fast.
- 5. For every -17°F, the epoxy twice as long to cure.





Apply a 1/16" - 1/8" coating of epoxy to both sides of the joint substrate using a 2" margin trowel to a depth of the foam plus 1/2". The epoxy must still be wet upon installation of Wabo®FS Bridge Seal. The working time for the epoxy is about 30 minutes at 60°F (Less if warmer, More if colder).







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Important Note:

Make any cuts to Wabo®FS Bridge Seal <u>before removing</u> the clear shrink wrap packaging. Please refer to Step 6 for proper splicing techniques.

For directional changes please refer to Step 6A for Instructions.



All starting and ending pieces must be square to the termination point.

NOTE: At all splice locations, contractor shall apply a bead of the Clear Silicone Sealant supplied to ensure a water tight splice connection. Spread bead with trowel on 1 interface evenly over end. Join pieces together, make sure it is a snug fit.





For "L" Transitions, cut the material at a 45-degree angle and for "T" and "X" Transitions, simply just "Butt" the material together.

NOTE: At all splice locations, contractor shall apply a bead of the Clear Silicone Sealant supplied to ensure a water tight splice connection.







Remove tape from edges of substrate. When fully prepared to install Wabo®FS Bridge Seal, cut the shrink wrap packaging. Be prepared to install the material immediately once the packaging is removed to prevent the material from expanding past the joint width.

<u>Note:</u> When removing shrink wrap packaging, cut along Masonite Form. This is to ensure that the colorable Silicone Face has not been cut.



Remove shrink wrap packaging, Masonite forms and release paper. After installation, if there are any mitered joints with a hole or void, use Flexible Seal to fill and seal the joint.





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Install the material starting at one end of the joint working towards the other end of the joint. Make sure not to pull, twist or stretch the material in the process of installation. Backer rod (15-20% larger than the joint opening) can be used to aid in installation of the material.



Run a 3/8th-1/2" bead of Wabo®Sil Adhesive on top of seal on each side once installed (see figure below). After running beads, tool the material.



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REPAIR PROCEDURE

Please follow the repair procedure below for when the FS Bridge Seal happens to fall down before or after the Epoxy curing process.





Slide a large knife or trowel along the bond line as shown above and remove the affected section of FS Bridge Seal. Exercise care not to destroy the seal while trying to separate the seal from the Epoxy Bond Line.





Once the seal has been carefully removed from the concrete, the fastest way to remove the old epoxy is to use a concrete cutting saw with a diamond blade. When you run the diamond blade along the epoxy line, the blade will remove the epoxy and prep the surface as well.



After the seal and old epoxy has been removed, please follow the installation procedure for instruction on re-installing the FS Bridge Seal product.



BASF We create chemistry

Wabo[®]FS Bridge Seal

Pre-compressed, Foam-supported Silicone Bridge Expansion Joint System

Features	Benefits
 Monolithic foam construction 	Base foam construction manufactured in one piece that will not delaminate within product's design movement range
State-of-the-art manufacturing	Manufactured with no fillers or microspheres for industry leading lowest compression set
 Factory assembled joint transitions available 	Made to meet custom job configurations where a field configured transition is impractical. Critical elements manufactured under controlled conditions, and eliminates costly field labor.
Armorless technology	Does not require any invasive anchoring or bolting, and can be used in retrofit of armored joints
 Movement Capacity 	Designed for +/-60% of joint opening, and accommodates rapid rates of joint movement
Simplicity of Installation	Allows for quick joint repairs, short traffic closures and provides an array of joint placement widths



DESCRIPTION:

Wabo®FS Bridge Seal is a pre-compressed, silicone coated, self-expanding foam bridge joint system.

The Wabo®FS Bridge Seal is comprised of a 100% acrylic impregnated polyurethane foam seal coated with a highway grade UV stable silicone. The foam seal is designed to be permanently bonded to the joint substrate with a user-friendly field applied Wabo®Gel Adhesive.

Designed specifically for bridge applications, the pre-compressed foam-supported silicone bridge expansion joint system allows for movement capability of +/-60% (120% total) of the nominal material size. The pre-compressed design allows for ease of installation and the flexibility to handle minor variations in joint size.

The resilient, acrylic impregnated foam, comprised of a monolithic construction, is coated with a highway grade UV stable silicone sealant. This composite system works under its own constant internal pressure to maintain its sealing function and without the potential for de-bonding from adjacent materials, or built up foam layers delaminating over time. The silicone surface seal thickness provides best-inclass water and fuel resistance. Uniform bellows allow free movement of the foam seal system under its entire movement range without initiating tension in the silicone surface seal.

Wabo®FS Bridge Seal offers long term cycling and joint sealing performance in all climates and thermal shock conditions.





RECOMMENDED:

- Sealing joints on bridges and highways
- Retrofitting, maintenance and preservation of bridge expansion joints
- Secondary seal for other expansion joint systems
- Parapets and soundwalls

PACKAGING / COVERAGE:

- Seal profiles are shipped pre-compressed in nominal lengths of 6.5 feet (2 meter) sticks
- Wabo®Gel Adhesive is a 1:1 mix and available in standard 50.72 dual cartridge kit
- Wabo®Sil Adhesive is a one-part sealant supplied in 29 oz cartridges.
- Master Seal NP100 or NP150 is packaged in 10.1 oz cartridge

TECHNICAL DATA:

Movement Capability: Wabo®FS Bridge Seal is capable of accommodating movement +60%/-60% of the joint opening

	Seal Size		Jo Open Midr Tempe "/	int ing @ ange erature A"	Mini Jo Clo "	mum bint sure A"	Max J Op	kimum oint ening 'A"	T Mov Ratii	otal vement ng (MR)	Gro De "E	ove pth 3"
Model	Width x	Width x	in.	mm.	in.	mm.	in.	mm.	in.	mm.	in.	mm.
Number	Height (in.)	Height (mm.)										
FS-050	1/2 x 1 ½	12 x 38	1/2"	12	0.20	5	0.80	20	0.60	15	2.00	51
FS-075	3/4 x 1 ½	19 x 38	3⁄4	19	0.30	7.5	1.20	30.5	0.90	23	2.00	51
FS-100	1 x 2	25 x 50	1	25	0.40	10	1.60	40.5	1.20	30.5	2.50	63.5
FS-125	1 1/4 x 2	31.75 x 50	1 1/4	31.75	0.50	13	2.00	51	1.50	38	2.50	63.5
FS-150	1 1/2 x 2	38 x 50	1 1/2	38	0.60	15	2.40	61	1.80	46	2.50	63.5
FS-175	1 3/4 x 2	44.5 x 50	1 ³ ⁄4	44.5	0.70	18	2.80	71	2.10	53.25	2.50	63.5
FS-200	2 x 3	50 x 75	2	50	0.80	20	3.20	81	2.40	61	3.50	89
FS-225	2 1/4 x 3	57 x 75	2 1⁄4	57	0.90	23	3.60	91.5	2.70	68.5	3.50	89
FS-250	2 1/2 x 3	63.5 x 75	2 1/2	63.5	1.00	25	4.00	101	3.00	76	3.50	89
FS-275	2 3/4 x 3	70 x 75	2 ³ ⁄4	70	1.10	28	4.40	112	3.30	84	3.50	89
FS-300	3 x 3	75 x 75	3	75	1.20	30.5	4.80	122	3.60	91.5	3.50	89
FS-325	3 1/4 x 3	82.5 x 75	3 ¼	82.5	1.30	33	5.20	132	3.90	99	3.50	89
FS-350	3 1/2 x 3	89 x 75	3 1/2	89	1.40	35.5	5.60	142.25	4.20	106.75	3.50	89
FS-375	3 3/4 x 3	95.25 x 75	3 ³ ⁄4	95.25	1.50	38	6.00	152	4.50	114	3.50	89
FS-400	4 x 4	100 x 100	4	100	1.60	40.5	6.40	162.5	4.80	122	4.50	114
FS-425	4 1/4 x 4	108 x 100	4 1/4	108	1.70	43	6.80	172.75	5.10	129.5	4.50	114
FS-450	4 1/2 x 4	114 x 100	4 1/2	114	1.80	45.75	7.20	183	5.40	137	4.50	114
FS-475	4 3/4 x 4	120.5 x 100	4 3/4	120.5	1.90	48.25	7.60	193	5.70	144.75	4.50	114
FS-500	5 x 4	127 x 100	5	127	2.00	50	8.00	203	6.00	152	4.50	114

Note: Seal chart shows standard sizes. Made to order seal sizes are available. Contact WBA with your project requirements.





Typical Details:



Watson Bowman Acme Corp. 95 Pineview Drive Amherst, NY 14228 phone: 716-691-7566 fax: 716-691-9239 wbacorp.com



New Construction



PHYSICAL PROPERTIES:

Seal Profile:

Wabo®FS Bridge Seal profile is a pre-compressed, hydrophobic acrylic foam seal manufactured without any vertical laminations. Material composition shall be free of inert fillers any waxes or wax compounds; asphalts or asphalt compounds

PHYSICAL PROPERTIES	TEST METHODS	REQUIREMENTS
Foam Core	N/A	Cellular, high density, polyurethane foam
Impregnation	N/A	Proprietary, modified, water-based, acrylic
Tensile Strength	ASTM D3574	21 psi., min.
Elongation	ASTM D3574	125%, min.
UV / Light & Moisture Resistance	DIN 18542	Pass
Compression Set	ASTM D3574	20%, max.
Density	ASTM D545	4 lb./cu. ft. min.
Tear Resistance	ASTM D624	5 lb./in. min.
Vertical laminations		None
Water Absorption	ASTM D3574	<0.3 lb./ft ²
Temperature Service Range	ASTM C711	-40° F to 185 ° F

Surface Seal:

The Wabo®FS Bridge Seal Highway Grade Silicone Coating surface seal provides a barrier layer for water and fuel resistance. Uniform bellows allow free movement of the foam seal system under its entire movement range without initiating tension in the surface seal.

PHYSICAL PROPERTIES	TEST METHODS	REQUIREMENTS
Color	Visual	Gray
Durometer (Shore A)	ASTM C 661	20
Resilience	ASTM D5329	≥ 95%
Tensile Strength	ASTM D412	140 psi
Joint modulus at	D3574 E	
50%		7 psi max
100%		8 psi max
150%		9 psi max
Elongation @ break	D3574 E	>1400%
Weatherability		Unaffected by climate extremes
Flexibility		Cured sealant stable from -50 ° F to 300 ° F





Silicone Sealant:

Wabo®Sil Adhesive is a one component, medium modulus neutral cure highway grade silicone sealant and adhesive used as a finish bead to the top edge of the Wabo®FS Bridge Seal profile and the substrate on both sides. Tool silicone on both sides and at joint connections so that the bellows are not constrained by any excess silicone.

PHYSICAL PROPERTIES	TEST METHODS	REQUIREMENTS
Color	Visual	Gray
Durometer (Shore A)	ASTM C661	25 +/-5
Peel Strength	ASTM C794	55 lbs/in min
Ozone and UV Resistance	ASTM C793	Excellent
Tensile Strength	ASTM D412	250 psi
Joint Movement Capability	ASTM C719	+/-50 %
Elongation	ASTM D412	700%

Epoxy Adhesive:

Wabo®Gel Adhesive is a rapid curing, epoxy based, gel adhesive used to the foam supported silicone seal profile to concrete, steel or elastomeric concrete substrates. The product is packaged in side by side cartridges, which allow the product to be applied with a dual cartridge application gun.

PHYSICAL PROPERTIES	TEST METHODS	REQUIREMENTS
Tensile Strength	ASTM D 638	7100 psi (40 Mpa)
Elongation @ break	ASTM D 638	2%
Shear Strength	ASTM D 732	5700 psi (39 Mpa)
Bond Strength	ASTM C 882	2600 psi (17.9 Mpa)
Compressive Strength	ASTM D 579	9100 psi (62.7 Mpa)
Set Time		
@70 F	ASTM C 881	70 min.
@90 F		40 min.
Gel Time @75 F	ASTM C 881	20 min.





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APPLICATION:

INSTALLATION SUMMARY:

- Temperature can affect the expansion properties of the material during installation. Material will expand faster when hot and slower when cold. Properly store Wabo®FS Bridge Seal at room temperature and out of direct sunlight.
- Prior to beginning work, field measure joint opening and inspect surrounding substrate. Verify proper seal is selected based on joint opening. Any deficiencies in joint opening must be corrected prior to beginning work. Before installation of Wabo®FS Bridge Seal tape off edges of the substrate to prevent the epoxy from coming in contact with the exposed surface. Tape should be placed ½" on the vertical joint opening and 1 ½" on the exposed horizontal surface.
- Pre-condition Wabo®FS Bridge Seal sticks and Wabo®Gel Adhesive 24 hours in advance, between 65° to 75° F. this will allow for a smoother, faster installation.
- Properly prepare substrates:
 - **Concrete:** joint interface must be dry and clean (free of dirt, coatings, rust, grease, oil, and other contaminants), sound, and durable. Any loose, contaminated, weak, spalled, deteriorated and/or delaminated concrete must be removed to sound concrete and repaired prior to placement. Concrete substrates must be abrasive blasted to remove all laitance and contaminants which may cause bonding problems. A CSP 2-4 is recommended, as per ACI or ICRI recommendations. Alternate method of preparation if abrasive blasting is not an option: grind substrate by means of a diamond cup wheel or Zec wheel.

- Steel: Steel substrates must be sound and abrasive blasted SP-10, near white, immediately prior to installation. If galvanized, contact WBA for suggested guidelines.
- Elastomeric Concrete, Polymer Concrete and Visco Elastic Headers: abrasive blasted to remove all latencies and contaminants which may cause bonding problems (CSP 2-4 recommended).
- Field measure joint opening width and verify movement expectations to ensure Wabo®FS Bridge Seal material matches project joint size and needs.
- Regulate air pressure of pneumatic gun at the tank at 30 psi and adjust as high as 90 psi to control the flow of the adhesive.
- Ensure Wabo®Gel Adhesive is monolithic in color.
- Dispense a bead of Wabo®Gel Adhesive on vertical joint interfaces and with a 2" margin trowel. Spread a 1/8" thin layer onto the joint faces to the depth of seal height. Avoid putting gel adhesive ½ " from top of roadway to account for seal recess and placement.
- Make any directional cuts, if not utilizing prefabricated curbs prior to removing shrinkwrap packaging, release paper and strapping.
- When fully prepared to install Wabo® FS Bridge Seal, cut the shrink wrap packaging. Be prepared to install the material immediately once the packaging is removed to prevent the material from expanding past the joint width. NOTE: When removing shrink wrap packaging, cut along Masonite Form. This is to ensure that the silicone face has not been cut.





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- Insert material into joint opening, leaving a minimum 1/2" reveal, always working off the lower side of the deck. If a chamfer is done on substrate, recess the joint ³/₄". Join seal lengths with Master Seal NP100 or NP150. Using a trowel or putty knife, spread sealant evenly and push coated ends firmly together. Wipe up any excess sealant.
- Pull tape from substrate.
- After the Wabo®FS Bridge Seal has fully expanded, tool a finish bead of Wabo®Sil Adhesive (1/2" bead) between the edge of the Wabo®FS Bridge Seal and the substrate on both sides. Apply Wabo®Sil Adhesive silicone at joint connections (butt splices) so that the bellows are not constrained by any excess silicone. Tool and remove any excess as needed.
- During execution of work, inspect work to assure compliance with manufacturer's guidelines, and good construction practices.
- Protect work from contaminating substances and damage resulting from other construction operations or other causes so that sealed joints are without deterioration or damage at time of Project completion.
- Proper application is the responsibility of the user. Field visits by Watson Bowman Acme personnel are for the purpose of making technical recommendations only and not for supervising or providing quality control on the jobsite.
- IMPORTANT: The following instructions are a summary. Refer to the Wabo®FS Bridge Seal system installation procedures and Wabo®FS Bridge Seal Transition data sheet or contact WBA for complete procedures.

OPTIONS/EQUIPMENT:

- Pneumatic Air Gun (Part # 19501) for Wabo®Gel Adhesive
- Pneumatic Air Gun (Part # 40501) for Wabo®Sil Adhesive

FOR BEST RESULTS:

- Do NOT allow any of the chemicals components to freeze prior to installation.
- Store all components out of direct sunlight in a clean, dry location between 50°F (10°C) and 90°F (32°C). Do not store in high humidity.
- Shelf life of chemical components is approximately 12 months (6 months for foam seal).
- Do NOT install when surface temperature is less than 40°F (4°C).
- Periodically inspect the applied material and repair localized areas as needed. Consult a Watson Bowman Acme representative for additional information.
- Make certain the most current version of the product data sheet is being used. Please consult the website (<u>www.wbacorp.com</u>) or contact a customer service representative at 1-800-6774WBA.

RELATED DOCUMENTS:

- Safety Data Sheet
- Wabo®FS Bridge Seal Transition Data Sheet
- Wabo®FS Bridge Seal Specification
- Wabo®FS Bridge Seal Sales Drawings
- Wabo®FS Bridge Seal Installation Procedure
- Wabo®Sil Adhesive Data Sheet
- Wabo®Gel Adhesive Data Sheet





LIMITED WARRANTY:

Watson Bowman Acme Corp. warrants that this product conforms to its current applicable specifications. WATSON BOWMAN ACME CORP. MAKES NO OT.HER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. The sole and exclusive remedy of Purchaser for any claim concerning this product, including, but not limited to, claims alleging breach of warranty, negligence, strict liability or otherwise, is the replacement of product or refund of the purchase price, at the sole option of Watson Bowman Acme Corp. Any claims concerning this product shall be submitted in writing within one year of the delivery date of this product to Purchaser and any claims on presented within that period are waived by Purchaser. IN NO EVENT SHALL WATSON BOWMAN ACME CORP. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDES LOSS OF PROFITS) OR PUNITIVE DAMAGES. Other warranties may be available when the product is installed by a factory trained installer. Contact your local Watson Bowman Acme representative for details. The data expressed herein is true and accurate to the best of our knowledge at the time published; it is, however, subject to change without notice.

Wabo FS Bridge Seal_1117



RIDER B TERMS AND CONDITIONS

- **1. DEFINITIONS**: The following definitions are applicable to these standard terms and conditions:
 - a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
 - d. The term "Division" shall refer to the State of Maine Division of Purchases.
 - e. The term "Contractor", "Vendor", or "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term "Contract" or "Agreement" shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY: The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices,

packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. **DELIVERY**: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. **INSPECTION**: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate

all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. **DISPUTES**: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation or this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

Appendix A

STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES DIVISION OF PROCUREMENT SERVICES

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Wate	son Bowman Acme				
Chief Executive - Name/Title: Gar	y Moore Vive President				
Tel: 716-570-3859	Fax:	E-mail: gary . moore @ mbce-group.com			
Headquarters Street Address:					
95 Pineview Drive					
Headquarters City/State/Zip:					
Amherst , NY, 14228					
(provide information requested below	if different from above)				
Lead Point of Contact for Bid - Name	Mille: Debbie Steiger Na	bonal Sales Manager			
Tel: 716-817-54/0	Fax:	E-mail: debbie. Steiger@mbac-grap. Con			
Street Address: 95 Pineview Drive					
City/State/Zip:					
ITMAERSE NT	19229				

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Thomas Dybas

Title: Estimator

Date:

11/2/20

To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.

Authorized Signature:

Therman Dy/m

Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - *i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
- Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Title: Name: Essingtor Thomas Dybas To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature. Authorized Signature: Date: 11/2/20 lon Jula

DocuSign Envelope ID: E28CC3E5-EEDD-4383-90C3-9580AFE67B1D

Appendix D

STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES DIVISION OF PROCUREMENT SERVICES

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION CERTIFICATION

RFQ # 17A 201020-089 Bridge Seal-Pre-Compressed, Silicone Coated, Self-expanding Foam Joint System

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities**, **political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Orders from Municipality, Political Subdivisions and School Districts: If the bidder elects to permit Municipalities, Political Subdivisions and School Districts to utilize the resulting Master Agreement Contract, The State of Maine will not be responsible for any order placed by these groups. All orders will originate from these groups and they will be liable for all payments.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

X Yes

Yes, with conditions as follows:

No

Name of Company:

Watson Barman Acre

Address:

95 Pineview Drive, Amherst, NY 14228

Signature:

11/2/20 Date:

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
WFS050	Watson Bowman Acme	Wabo®FS Bridge Seal FS-50	Bridge Seal, 1/2" Width	Includes all required adhesives	FT	\$ 24.50	7
WFS075	Watson Bowman Acme	Wabo®FS Bridge Seal FS-75	Bridge Seal, 3/4" Width	Includes all required adhesives	FT	\$ 25.00	7
WFS100	Watson Bowman Acme	Wabo®FS Bridge Seal FS-100	Bridge Seal, 1" Width	Includes all required adhesives	FT	\$ 25.50	7
WFS125	Watson Bowman Acme	Wabo®FS Bridge Seal FS-125	Bridge Seal, 1-1/4" Width	Includes all required adhesives	FT	\$ 26.50	7
WFS150	Watson Bowman Acme	Wabo®FS Bridge Seal FS-150	Bridge Seal, 1-1/2" Width	Includes all required adhesives	FT	\$ 33.00	7
WFS175	Watson Bowman Acme	Wabo®FS Bridge Seal FS-175	Bridge Seal, 1-3/4" Width	Includes all required adhesives	FT	\$ 35.50	7
WFS200	Watson Bowman Acme	Wabo®FS Bridge Seal FS-200	Bridge Seal, 2" Width	Includes all required adhesives	FT	\$ 36.50	7
WFS225	Watson Bowman Acme	Wabo®FS Bridge Seal FS-225	Bridge Seal, 2-1/4" Width	Includes all required adhesives	FT	\$ 39.00	7
WFS250	Watson Bowman Acme	Wabo®FS Bridge Seal FS-250	Bridge Seal, 2-1/2" Width	Includes all required adhesives	FT	\$ 41.50	7
WFS275	Watson Bowman Acme	Wabo®FS Bridge Seal FS-275	Bridge Seal, 2-3/4" Width	Includes all required adhesives	FT	\$ 45.00	7
WFS300	Watson Bowman Acme	Wabo®FS Bridge Seal FS-300	Bridge Seal, 3" Width	Includes all required adhesives	FT	\$ 46.00	7
WFS325	Watson Bowman Acme	Wabo®FS Bridge Seal FS-325	Bridge Seal, 3-1/4" Width	Includes all required adhesives	FT	\$ 52.00	7
WFS350	Watson Bowman Acme	Wabo®FS Bridge Seal FS-350	Bridge Seal, 3-1/2" Width	Includes all required adhesives	FT	\$ 57.00	7
WFS375	Watson Bowman Acme	Wabo®FS Bridge Seal FS-375	Bridge Seal, 3-3/4" Width	Includes all required adhesives	FT	\$ 60.50	7
WFS400	Watson Bowman Acme	Wabo®FS Bridge Seal FS-400	Bridge Seal, 4" Width	Includes all required adhesives	FT	\$ 61.50	7
WFS425	Watson Bowman Acme	Wabo®FS Bridge Seal FS-425	Bridge Seal, 4-1/4" Width	Includes all required adhesives	FT	\$ 65.00	7
WFS450	Watson Bowman Acme	Wabo®FS Bridge Seal FS-450	Bridge Seal, 4-1/2" Width	Includes all required adhesives	FT	\$ 69.50	7
WFS475	Watson Bowman Acme	Wabo®FS Bridge Seal FS-475	Bridge Seal, 4-3/4" Width	Includes all required adhesives	FT	\$ 74.00	7
WFS500	Watson Bowman Acme	Wabo®FS Bridge Seal FS-500	Bridge Seal, 5" Width	Includes all required adhesives	FT	\$ 78.00	7