

**REQUEST FOR  
BID (RFB) FORM**

**MAILING ADDRESS:  
MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES, P.O. BOX 270  
JEFFERSON CITY, MO 65102**

REQUEST NO.	9-131328RW
DATE	March 13, 2013

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF THIS RFB WILL BE RECEIVED AT THIS OFFICE UNTIL

**2:00 PM LOCAL TIME; March 28, 2013**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES. SIGN AND RETURN BEFORE TIME SET FOR OPENING.

**BIDS TO BE BASED F.O.B.  
MISSOURI DEPARTMENT OF TRANSPORTATION**

Halltown, MO

**BUYER:** Robin Warren **EMAIL:** [Robin.Warren@modot.mo.gov](mailto:Robin.Warren@modot.mo.gov)

**BUYER TELEPHONE:** 573-526-7929

The purpose of this Request For Bids (RFB) is to seek bids from qualified organizations to provide and install four (4) Double Prefabricated Concrete Vault Toilets at the Halltown Rest Area in Halltown, MO. The project described as "**Halltown Vault Toilets**" shall be completed according to project drawings and specifications. The pricing being solicited under this RFB is for bids to be rendered to the Missouri Highways and Transportation Commission (hereinafter, "MHTC" or "Commission"), acting by and through its operating arm, the Missouri Department of Transportation (hereinafter, "MoDOT").

**Notice to Contractors**

MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109 until 2:00 p.m., March 28, 2013. Bid forms and information may be obtained by contacting Robin Warren at 573-526-7929, [robin.warren@modot.mo.gov](mailto:robin.warren@modot.mo.gov), or electronically download them at no charge from [http://modot.mo.gov/business/contractor\\_resources/FacilitiesConstructionandMaintenance.htm](http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm). Prevailing wage as established by the Missouri Department of Labor and Industrial Relations shall apply. Bid securities in the amount of 5% of the bid will be required to accompany bids. Bids must be made on forms provided by the Commission. The Commission reserves the right to reject any or all bids and to waive irregularity in the bids and the bidding. No bid may be amended or withdrawn after the bid is opened.

**Written Questions:** All written questions must be addressed to Robin Warren no later than 2:00 p.m., Local Time, March 20, 2013, at the following mailing address: Missouri Dept. of Transportation, General Services Procurement Unit, P.O. Box 270, Jefferson City, MO 65102-0270 or by e-mail to [robin.warren@modot.mo.gov](mailto:robin.warren@modot.mo.gov). Any questions received after this deadline will not be accepted. MoDOT may issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at:

[http://modot.mo.gov/business/contractor\\_resources/FacilitiesConstructionandMaintenance.htm](http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm)

in the form of a written addendum. It is anticipated this addendum will be issued on March 21, 2013. It is the sole responsibility of the Bidder to check for any and all addendums throughout the Bid process.

**(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)**

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein.

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Is your firm MBE certified?**  Yes  No

**Is your firm WBE certified?**  Yes  No

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## FINAL CHECKLIST BEFORE SUBMITTING PROPOSAL

- \_\_\_\_1. Complete the Bid Form by filling in the total dollar amount of the bid; listing any addenda which may have been issued; filling in the dollar amount of the bidder's check or Bid Bond, sign the proper signature line, and supply the required information in connection with the signature for the individual bidder, joint adventurer, or corporation.
- \_\_\_\_2. Submit Bid Bond executed by the bidder and surety. Bidders are required to use the Bid Bond furnished by the Commission or attach cashier's check to Bid Bond form. Personal checks are not accepted.
- \_\_\_\_3. Complete Subcontractor section by listing major subcontractor(s) and general supervisor(s), sign as required.
- \_\_\_\_4. Complete Vendor Information and Preference Certification Form.
- \_\_\_\_5. Complete the affidavit form applicable to your company.  
  
Annual Worker Eligibility Verification Affidavit or Applicant Affidavit for Sole-Proprietorship or Partnership
- \_\_\_\_6. If addenda(s) are issued attach to the back of the bid package.

**BIDDER REQUIREMENTS**

1. SCOPE OF WORK

- A. Provide and install four (4) Double Prefabricated Concrete Vault Toilets, per plans and specifications, at the Halltown Rest Area in Halltown, MO.

2. BID INSTRUCTIONS

In order to receive consideration, bids must be made in strict accordance with the following.

- A. Make bids, upon the forms provided herein, properly signed and with all items filled out. Do not change the wording of the bid form and do not add words to the bid form. Unauthorized conditions, limitations or provisions attached to the bid will be cause for rejection of the bid.
- B. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
- C. Address bids to the Missouri Department of Transportation, and deliver to the address given in the Invitation for Bid, on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the Work, the name of the bidder, and the date and hour of the bid opening. Submit only the original signed copy of the bid. It is the sole responsibility of the bidder to see that the bid is received on time.

3. INVOICING AND PAYMENT

- A. Each invoice should be itemized in accordance with items listed on the contract in accordance with Section 01019, Contract Considerations, Applications for Payment provisions. Failure to comply with this requirement may delay processing of invoices for payment.
- B. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Commission shall not make any advance deposits.
- C. The Commission assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the Commission's rejection and shall be returned at the Contractor's expense.
- D. The Commission reserves the right to purchase goods and services using the state-purchasing card.

4. EXAMINATION OF DOCUMENTS AND SITE OF WORK

- A. Before submitting a bid, each bidder shall examine the Drawings carefully, read the Specifications and all other proposed Contract Documents, and visit the site of the work. Each bidder shall fully inform themselves, prior to bidding, as to existing conditions and limitations under which the Work is to be performed and shall include in his bid a sum to cover the cost of items necessary to perform the Work, as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination.
- B. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to the state. Contractor will comply with local laws involving safety in the prosecution of the work.

5. INTERPRETATION

No oral interpretations will be made to any bidder as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents by June 29, 2012. The request shall be sent directly to the Buyer. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.

6. PROOF OF COMPETENCY OF BIDDER

A bidder may be required to furnish evidence, satisfactory to the Commission, that he and his proposed subcontractor(s) have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

7. WITHDRAWAL OF BIDS

After the bid opening, a vendor may be permitted to withdraw a bid prior to award at the sole discretion of the division if there is a verifiable error in the bid and enforcement of the bid would impose an unconscionable hardship on the vendor. This withdrawal will be considered only after receipt of a written request and supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than an obvious clerical error. Withdrawal of a bid may result in forfeiture of the bid bond.

8. AWARD OR REJECTION OF BIDS

The Contract, if awarded, will be made on an "All or None" basis using the "lowest and best" principle of award, subject to the Commission's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.

9. CONTRACT DOCUMENTS

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the Commission, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. SUBMITTALS

Review of Submittals. The Architect/Engineer/Designer review of submittals is only for the limited purpose of checking for conformance with information given and seeing if they conform to design intent. The General Services Facilities Manager is not responsible for determining the accuracy of measurements and completeness of details, for verifying quantities, or for checking fabrication or installation procedures. The General Services Facilities Manager's review does not relieve the contractor of his or her responsibilities under the contract documents. The submittal process shall be carried out as outlined in Section 01300, Submittals.

11. WORK QUALITY

A. Inspection of Work. The General Services Facility Operations Supervisor or designated representative shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other data and records relating to the work. If requested by the General Services-Facility Operations Supervisor or designated representative, the contractor shall at any time before final acceptance of the work uncovers any portion of the finished work as directed for inspection. After examination, the contractor shall restore said portions of the work to the standards required by the contract. Should the work thus exposed and examined prove acceptable, the actual cost of uncovering, removing and replacing shall be paid by the Commission. Should the work so exposed and examined prove unacceptable, the uncovering, removing and replacing shall be at the expense of the contractor.

B. Defective Work. All work which has been rejected shall be remedied, or if necessary, removed and replaced in an acceptable manner by the contractor at its expense. If the contractor fails to remedy or replace such defective work immediately after receiving written notice from the General Services-Facility Operations Supervisor or designated representative, the Commission may employ labor to correct the defective work, and the cost incurred in making such corrections shall be deducted from the payment due or to become due the contractor under this contract.

C. Contractor will provide a one-year warranty for parts and labor on all building material, and equipment or a standard manufacturer's warranty whichever is greater. All warranties, including extended service agreements shall begin upon MoDOT's written acceptance of the punch list items.

- D. Contractor's Responsibility for Work. Until the General Services-Facility Operations Supervisor or designated representative, accepts the work, it shall be in the custody and under the charge and care of the contractor. Contractor shall rebuild, repair, restore or make good at its own expense any lost or stolen Commission-owned material and all injuries or damages to any portion of the work caused by action of the elements or from any other reason before its completion and final acceptance. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time.
- E. Preservation of Utilities and Monuments. The contractor shall be responsible for the preservation of all public and private utilities, wires, lines, pipes, poles, cables, and conduit at the site of the work and shall use every precaution necessary to prevent damage or injury thereto. The contractor shall not disturb or damage any land monument or property landmark until an authorized agent has witnessed or otherwise referenced, their location and shall not remove them until directed by General Services Facilities Manager.
- F. Cooperation with Other Contractors. The contractor shall arrange its work so as not to interfere with the operations of other contractors of the Commission which might be engaged in performing adjacent or nearby work. Whenever work being done by other contractors is contiguous or related to the work involved in this contract, the respective rights of the various contractors will be determined by the General Services-Facility Operations Supervisor or designated representative in order to secure the completion of the work under all contracts in general harmony.
- G. The contractor will be required to remove from the Commission's property all debris.
- H. Temporary Suspension of Work. The General Services-Facility Operations Supervisor or designated representative shall have authority to suspend work, wholly or in part, for such period or periods of time as he may deem necessary when weather or other conditions are such that in the opinion of the General Services-Facility Operations Supervisor or designated representative the work may be done at a later time with advantage to the Commission or for failure on the part of the contractor to comply with any of the provisions of the contract. The contractor may suspend work for reasonable cause with written approval of the General Services-Facility Operations Supervisor or designated representative. Liquidated damages shall not accrue during the period in which work is suspended with the approval of the General Services-Facility Operations Supervisor or designated representative, however, if the suspension is because of the contractor's failure to comply to any of the provisions of the contract, the contractor shall not be entitled to an extension of completion time nor to a waiver of liquidated damages. In the event work is suspended, the contractor shall store all materials in a manner that will protect them from damage, and shall take every precaution to prevent damage or deterioration of, the portions of the work completed. If work has been discontinued for any reason, the contractor shall give the General Services-Facility Operations Supervisor or designated representative written notice at least forty-eight (48) hours before resuming operations.

## 12. CHANGE ORDERS

- A. General. All departures from the plans and specifications will be considered unauthorized unless, before proceeding with the work, the contractor has had delivered to it a change order, signed by the General Services-Facility Operations Supervisor or designated representative, authorizing and directing such changes or departures. All unauthorized work shall be at the contractor's expense and the General Services-Facility Operations Supervisor or designated representative may order such unauthorized work removed and replaced at the contractor's expense.
- B. Overhead and Profit on Change Orders. The percentages for overhead and profit charged on Change Orders and Field Work Authorizations shall be negotiated and may vary according to the nature, extent and complexity of the work involved. However, the overhead and profit for the contractor or subcontractor actually performing the work shall not exceed 15%. When one or more tiers of subcontractors are used, in no event shall any contractor or subcontractor receive as overhead and profit more than 7% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the owner on any change order exceed twenty five percent (25%) of the cost of materials, labor and equipment necessary to put the change order work in place.
- C. Contractor's Procedure for Claims. If the contractor considers additional compensation may be due for work or material not clearly covered in the contract or ordered in writing by the General Services-Facility Operations Supervisor or designated representative as extra work, or if additional compensation may be requested beyond the scope of such provisions, the contractor shall notify the General Services-Facility Operations Supervisor or designated representative in writing of the intention to make a claim before beginning the work in question. If notification is not given and the General Services-Facility Operations Supervisor or designated representative is not afforded proper facilities by contractor to provide necessary inspection and for keeping strict account of actual cost, the contractor agrees to waive any claims for additional compensation. Notice by the contractor, and the fact that the General Services-Facility

Operations Supervisor or designated representative has kept account of the cost shall not be construed as substantiating the validity of the claim. The contractor shall file a written notice of claim for additional compensation in triplicate within 60 days after completing the work in question.

- a. If the claim is against the Commission, the notice of claim shall be personally delivered, or sent by certified mail to the office of the Secretary of the Commission in Jefferson City, Missouri. All notices of claims shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim.
- b. Any claim or an item of any claim, not included in the notice and statement, or any claim included but not clearly defined and specifically set out and itemized or any claim not filed within the time and in the manner provided, shall be forever waived and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration.
- c. All claims filed with Missouri Highway and Transportation Commission's Secretary will be forwarded to the Missouri Department of Transportation's Claims Committee.

### 13. GENERAL PERFORMANCE -

- A. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.
- B. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

### 14. REMEDIES AND RIGHTS

- A. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- B. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- C. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### 15. INVENTIONS, PATENTS, AND COPYRIGHTS

The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

### 16. INSPECTION AND ACCEPTANCE

- A. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- B. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- C. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- D. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

## 17. DEFINITIONS

**Architect/Engineer/Designer:** When the term "Architect or Engineer or Designer" is used herein, it shall refer to Doug Record [General Services Manager – Facilities, Missouri Department of Transportation] (573) 526-7937, FAX (573) 526-6948.

**MoDOT Inspector or Facility Operations Supervisor:** When the term "MoDOT Inspector or Facility Operations Supervisor" is used herein, it shall refer to those MoDOT individuals authorized to perform site inspections by Brad Leonard, [Facility Operations Supervisor in the Northwest District], (417) 839-9462.

**Owner:** When the term "Owner" is used herein, it shall refer to Missouri Department of Transportation (MoDOT).

## VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

### Vendor Information

**All bidders must furnish ALL applicable information requested below**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b>  <b>Phone #:</b>  Cellular #: Fax #:									
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>									
<b>For Corporations - State in which incorporated:</b>	<b>For Others - State of domicile:</b>									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:  If additional space is required, please attach an additional sheet and identify it as <b><u>Addresses of Missouri Offices or Places of Business.</u></b>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b><u>M/WBE</u></b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; text-align: center;"><u>M/WBE Name</u></td> <td style="width: 33%; text-align: center;"><u>Percentage of Contract</u></td> <td style="width: 33%; text-align: center;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <b><u>M/WBE Information</u></b>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

### Preference Certification

**All bidders must furnish ALL applicable information requested below**

<b><u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u></b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b><u>not</u></b> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <b><u>Location Products are Manufactured or Produced.</u></b>	
<b><u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u></b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:  <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.  <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

00301

**BID FORM**

To: The Missouri Highway and Transportation Commission  
PO Box 270  
Jefferson City, Missouri 65102

1. The undersigned, having examined the proposed Contract Documents titled: **9-130328RW – Halltown Vault Toilets** and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment and everything which may be necessary or incidental thereto, as proposed by said Contract Documents, all to the satisfaction of the General Services-Facility Operations Supervisor or designated representative of the Missouri Department of Transportation and the Missouri Highway and Transportation Commission, for the stipulated sum of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

2. The undersigned, acknowledges having examined and being familiar with the contract documents including the drawings, the Instructions to Bidders, General Conditions, Supplementary Conditions and the body of technical specifications.

3. The undersigned acknowledges receipt of Addenda number \_\_\_\_\_ through \_\_\_\_\_ inclusive.

4. Enclosed with this bid is bid security in the amount of not less than 5% of the bidder's proposed Contract Sum, the amount being \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

**IF AN INDIVIDUAL**

\_\_\_\_\_  
Name of individual

\_\_\_\_\_  
Residence address

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Firm Name, If Any

\_\_\_\_\_  
Address for communications

\_\_\_\_\_  
Signature

**IF A PARTNERSHIP**

\_\_\_\_\_  
Name of Partnership

(State Name and Residence Address of All Partners)

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Residence Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Residence Address

\_\_\_\_\_  
Address for Communications

\_\_\_\_\_  
Signature of Either Partner

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Federal Tax I.D. Number

**IF A CORPORATION**

\_\_\_\_\_  
Name of Corporation

Incorporated under the laws of the  
State of \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Officer

Corporate License No. \_\_\_\_\_  
(If a corporation organized in a state other than  
Missouri, attach Certificate of Authority to do  
business in the State of Missouri.)

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Address for Communications

(ATTEST)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
(SEAL) Secretary

(Each bidder must complete the Bid Form by signing in the proper signature line above and by supplying the required information called for in connection with the signature. The information called for is necessary in the proper preparation of the contract and performance bond.)



**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**

(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- a United States citizen.  an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

00430

**SUBCONTRACTOR LISTING**

1. For portions of Work equaling or exceeding 1% of the total proposed Contract Sum, the undersigned proposes to use the following subcontractors. Except as otherwise approved by the Owner, the undersigned proposes to perform all other portions of the Work with his own forces.

2. Portion of the Work:	Subcontractor name and address:
_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____
	_____

USE ADDITIONAL SHEETS  
IF REQUIRED

PROVIDE SIGNATURE  
IDENTICAL TO THAT  
SHOWN ON THE BID FORM

BIDDER:  
\_\_\_\_\_  
by \_\_\_\_\_

00600

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_,  
as Principal, and \_\_\_\_\_,  
as Surety, are held firmly bound unto the State of Missouri (acting by and through the Missouri Highway and  
Transportation Commission) in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), to be paid to the State of Missouri, or the Missouri Highway and Transportation  
Commission, to be credited to the State Road Fund and Principal and Surety binding themselves, their heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highway and Transportation Commission on  
Route(s) \_\_\_\_\_,  
in \_\_\_\_\_ County(ies), Project(s) \_\_\_\_\_,  
for construction or improvement as set out in said proposal.

NOW THEREFORE, if the Missouri Highway and Transportation Commission shall accept the bid of the Principal,  
and if said Principal shall properly execute and deliver to the Missouri Highway and Transportation Commission the  
Contract, Contract Bond, Specifications and evidence of insurance coverage in compliance with the requirements of  
the Proposal, to the satisfaction of the Missouri Highway and Transportation Commission, then this obligation shall  
be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highway and Transportation Commission, fail to  
comply with any requirement as set forth in the preceding paragraph, then the State of Missouri, acting through the  
Missouri Highway and Transportation Commission, shall immediately and forthwith be entitled to recover the fees,  
and any other expense of recovery.

\_\_\_\_\_  
Principal Surety

By \_\_\_\_\_  
Attorney in Fact (SEAL)

Attest: (CORPORATE SEAL)

\_\_\_\_\_  
Corporate Secretary

Note: This bond must be executed by the Principal and by a Corporate Surety authorized to conduct  
surety business in the State of Missouri.

**END OF SECTION**

**CONTRACT REQUIREMENTS**

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Schedule of values.
- B. Application for payment.
- C. Change procedures.
- D. Alternatives.

1.2 RELATED SECTIONS

- A. Section 01600 - Material and Equipment: Product substitutions.

1.3 SCHEDULE OF VALUES

- A. Submit a printed schedule on Contractor's standard form. Electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 20 days after date of Owner-Contractor Agreement.
- C. Revise schedule to list approved Change Orders, with each Application For Payment.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit four copies of each application on Contractor's electronic media driven form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: 30 days.
- D. Submit waiver of liens from vendors.
- E. Include an updated construction progress schedule.
- F. Certified payroll records.

1.5 CHANGE PROCEDURES

- A. The Architect/Engineer/Designer may issue a Notice of Change that includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required.
- B. The Contractor may propose changes by submitting a request for change to the Architect/Engineer/Designer describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, the effect on the Contract Sum/Price and Contract Time, and a statement describing the effect on Work by the MoDOT District or other Contractors.
- C. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect/Engineer/Designer.
- D. Construction Change Directive: Architect/Engineer/Designer may issue a directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.

- E. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Architect/Engineer/Designer will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
  - F. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
  - G. Execution of Change Orders: Architect/Engineer/Designer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- 1.6 DEFECT ASSESSMENT
- A. Replace the Work, or portions of the Work, not conforming to specify requirements.
  - B. If, in the opinion of the Architect/Engineer/Designer, it is not practical to remove and replace the Work, the Architect/Engineer/Designer will direct an appropriate remedy or adjust payment.
- 1.7 ALTERNATIVES
- A. Accepted Alternatives will be identified in Owner-Contractor Agreement.

**END OF SECTION**

**COORDINATION AND MEETING REQUIREMENT**

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Field engineering.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Preinstallation meetings.
- G. Equipment electrical characteristics and components.
- H. Examination.
- I. Preparation.
- J. Cutting and Patching.
- K. Alteration project procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to and placing in service, such equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work, which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, except as otherwise indicated, conceal pipes, ducts and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING

- A. Employ a Land Surveyor registered in the State of Missouri and acceptable to Architect/Engineer/Designer.
- B. Owner will locate and protect survey control and reference points.
- C. Control datum for survey is that established by Owner provided survey.
- D. Verify setbacks and easements; confirm drawing dimensions and elevations.
- E. Provide field engineering services. Establish elevations, lines and levels, utilizing recognized engineering survey practices.

1.4 PRECONSTRUCTION MEETING

- A. Architect/Engineer/Designer will schedule a meeting after Notice of Award.

- B. Attendance Required: District engineer or representative, Architect/Engineer/Designer and Contractor.
- C. Record minutes and distribute copies within 5 days after meeting to participants, with two copies to District Engineer, Architect/Engineer/Designer, participants and those affected by decisions made.

#### 1.5 SITE MOBILIZATION MEETING

- A. Architect/Engineer/Designer will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Architect/Engineer/Designer will record minutes and distributes copies within 5 days after meeting to participants, with two copies to Architect/Engineer/Designer, participants and those affected by decisions made.

#### 1.6 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at when arranged by Architect/Engineer/Designer.
- B. Architect/Engineer/Designer will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, District engineer representative, Architect/Engineer/Designer, as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1. Review of Work progress.
  - 2. Field observations, problems, and decisions.
  - 3. Identification of problems, which impede planned progress.
  - 4. Maintenance of progress schedule.
  - 5. Corrective measures to regain projected schedules.
  - 6. Coordination of projected progress.
  - 7. Effect of proposed changes on progress schedule and coordination.
- E. Record minutes and distributes copies within 5 days after meeting to participants and those affected by decisions made.

#### 1.7 PREINSTALLATION MEETING

- A. When required in individual specification sections, convene a pre-installation meeting at the site prior to commencing work of the section.
- B. Notify Architect/Engineer/Designer seven days in advance of meeting date.
- C. Prepare agenda and preside at meeting:
  - 1. Review conditions of installation, preparation and installation procedures.
  - 2. Review coordination with related work.
- D. Record minutes and distributes copies within 5 days after meeting to participants and those affected by decisions made.

### **PART 2 PRODUCTS**

Not used

## **PART 3 EXECUTION**

### **3.1 CUTTING AND PATCHING**

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements, which affect:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching to complete Work, and to:
  - 1. Uncover Work to install or correct ill-timed Work.
  - 2. Remove and replace defective and non-conforming Work.
  - 3. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Cut masonry and concrete materials using masonry saw or core drill.
- E. Fit Work tight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- F. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- G. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- H. Identify hazardous substances or conditions exposed during the Work to the Architect/Engineer/Designer for decision or remedy.

### **3.2 ALTERATION PROJECT PROCEDURES**

- A. Materials: As specified in Product sections; match existing Products and work for patching and extending work.
- B. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- C. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Architect/Engineer/Designer for review.
- D. Patch or replace portions of existing surfaces that are damaged, lifted, discolored or showing other imperfections.
- E. Finish surfaces as specified in individual Product sections.

**END OF SECTION**

**01300**

**SUBMITTAL REQUIREMENTS**

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed Products list.
- D. Product Data.
- E. Shop Drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.
- L. Erection drawings.
- M. Construction photographs.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals
- B. Section 01400 - Quality Control: Manufacturers' field services and reports.
- C. Section 01700 - Contract Closeout: Contract warranties, bonds, manufacturers' certificates and closeout submittals.

1.3 REFERENCES

- A. AGC Associated General Contractors of America publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".

1.4 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Architect/Engineer/Designer accepted form.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the Project, and deliver to Architect/Engineer/Designer at business address. Coordinate submission of related items.
- E. For each submittal for review, allow 15 days excluding delivery time to and from the contractor.
- F. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work.
- G. Submittals not requested will not be recognized or processed.

1.5 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within 15 days after date established in Notice to Proceed.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major portion of Work or operation, identifying first workday of each week.

1.6 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation and reference standards.

1.7 PRODUCT DATA

- A. Product Data For Review:
  - 1. Submitted to Architect/Engineer/Designer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
  - 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Product Data For Information:
  - 1. Submitted for the Architect/Engineer/Designer's knowledge as contract administrator or for the Owner.
- C. Product Data For Project Closeout:
  - 1. Submitted for the Owner's benefit during and after project completion.
- D. Submit the number of copies, which the Contractor requires, plus two copies that will be retained by the Architect/Engineer/Designer.
- E. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- F. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

1.8 SHOP DRAWINGS

- A. Shop Drawings For Review:
  - 1. Submitted to Architect/Engineer/Designer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
  - 2. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Shop Drawings For Information:
  - 1. Submitted for the Architect/Engineer/Designer's knowledge as contract administrator or for the Owner.

- C. Shop Drawings For Project Closeout:
  - 1. Submitted for the Owner's benefit during and after project completion.
- D. Indicate special utility and electrical characteristics, utility connection requirements and location of utility outlets for service for functional equipment and appliances.
- E. Submit in the form of one reproducible transparency and one opaque reproduction.

#### 1.9 SAMPLES

- A. Samples For Review:
  - 1. Submitted to Architect/Engineer/Designer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
  - 2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Samples For Information:
  - 1. Submitted for the Architect/Engineer/Designer's knowledge as contract administrator or for the Owner.
- C. Samples For Selection:
  - 1. Submitted to Architect/Engineer/Designer for aesthetic, color, or finish selection.
  - 2. Submit samples of finishes for Architect/Engineer/Designer selection.
  - 3. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

#### 1.10 DESIGN DATA

- A. Submit for the Architect/Engineer/Designer's knowledge as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### 1.11 TEST REPORTS

- A. Submit for the Architect/Engineer/Designer's knowledge as contract administrator or for the Owner.
- B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### 1.12 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Architect/Engineer/Designer, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product but must be acceptable to Architect/Engineer/Designer.

#### 1.13 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery,

storage, assembly, installation, and start-up, adjusting and finishing, to Architect/Engineer/Designer for delivery to owner in quantities specified for Product Data.

- B. Indicate special procedures, perimeter conditions requiring special attention and special environmental criteria required for application or installation.
- C. Refer to Section 01400 - Quality Control, Manufacturers' Field Services article.

#### 1.14 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for the Architect/Engineer/Designer's benefit as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### 1.15 ERECTION DRAWINGS

- A. Submit drawings for the Architect/Engineer/Designer's benefit as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by the Architect/Engineer/Designer or Owner.

**END OF SECTION**

01400

QUALITY CONTROL REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance - control of installation.
- B. Tolerances
- C. References and standards.
- D. Mock-up.
- E. Inspecting and testing laboratory services.
- F. Manufacturers' field services.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of manufacturers' instructions and certificates.
- B. Section 01600 - Material and Equipment: Requirements for material and product quality.
- C. Section 01650 - Starting of Systems.

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer/Designer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLERANCES

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer/Designer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.5 REFERENCES AND STANDARDS

- A. For Products or workmanship specified by association, trade or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

- B. Conform to reference standard by date of issue current on date for receiving bids or date specified in the individual specification sections, except where a specific date is established by code.
- C. Neither the contractual relationships, duties or responsibilities of the parties in Contract nor those of the Architect/Engineer/Designer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### 1.6 TESTING SERVICES

- A. Contractor to provide all testing services as called out in these specifications.
- B. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Architect/Engineer/Designer or the Owner.
- C. Testing does not relieve Contractor to perform Work to contract requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same MoDOT personnel on instructions by the Architect/Engineer/Designer.

#### 1.7 INSPECTION SERVICES

- A. Owner will employ MoDOT Personnel to perform inspection.
- B. Inspecting may occur on or off the project site. Perform off-site inspecting as required by the Architect/Engineer/Designer or the Owner.
- C. Inspecting does not relieve Contractor to perform Work to contract requirements.

#### 1.8 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and the balancing of equipment as applicable and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Refer to Section 01300 - SUBMITTALS, MANUFACTURERS' FIELD REPORTS article.

### **PART 2 EXECUTION**

#### 2.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

#### 2.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer or conditioner prior to applying any new material or substance in contact or bond.

**END OF SECTION**

01500

**CONSTRUCTION FACILITIES AND TEMPORARY CONTROL REQUIREMENTS**

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, telephone service, facsimile service and sanitary facilities.
- B. Temporary Controls: enclosures and fencing, protection of the Work and water control.
- C. Construction Facilities: progress cleaning and temporary buildings.

1.2 TEMPORARY ELECTRICITY

- A. Cost: By Contractor; pay for temporary power service furnished by MoDOT.

1.3 TELEPHONE SERVICE

- A. Provide, maintain, and pay for telephone service to field office and Architect/Engineer/Designer's field office at time of project mobilization.

1.4 FACSIMILE SERVICE

- A. Provide, maintain and pay for facsimile service and a dedicated telephone line to field office and Architect/Engineer/Designer's field office at time of project mobilization.

1.5 TEMPORARY WATER SERVICE

- A. Connect to existing water source as directed for construction operations at time of project mobilization.
- B. Contractor will reimburse Owner for water used in construction as agreed upon at time of project mobilization.

1.6 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

1.7 FENCING

- A. Construction: Use plastic mesh safety fencing or better.
- B. Provide 48" high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.8 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.9 EXTERIOR ENCLOSURES

- A. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

#### 1.10 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

#### 1.11 SECURITY

- A. Provide security and facilities to protect Work and existing facilities and Owner's operations from unauthorized entry, vandalism or theft.
- B. Coordinate with Owner's security program.

#### 1.12 ACCESS ROADS

- A. Provide and maintain access to fire hydrants, free of obstructions.
- B. Provide means of removing mud from vehicle wheels before entering streets.
- C. Designated existing on-site roads may be used for construction traffic.

#### 1.13 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris and rubbish from site periodically and dispose off-site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

#### 1.14 FIELD OFFICES AND SHEDS

- A. Office: Weather tight, with lighting, electrical outlets, heating and ventilating equipment and equipped with drawing rack and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.

#### 1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

**PART 2      PRODUCTS**

Not Used.

**PART 3      EXECUTION**

Not Used.

**END OF SECTION**

**01600**

**MATERIAL AND EQUIPMENT REQUIREMENT**

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.2 RELATED SECTIONS

- A. Instructions to Bidders: Product options and substitution procedures.
- B. Section 01400 - Quality Control: Product quality monitoring.

1.3 PRODUCTS

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture for components being replaced.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct and products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement or damage.

1.5 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product.
- D. For exterior storage of fabricated Products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement or damage.

- I. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description is acceptable.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.7 SUBSTITUTIONS

- A. Architect/Engineer/Designer will consider requests for Substitutions only within 15 days after date established in Notice to Proceed.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
  - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
  - 2. Will provide the same warranty for the Substitution as for the specified Product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
  - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
  - 2. Submit shop drawings, product data and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
  - 3. The Architect/Engineer/Designer will notify Contractor in writing of decision to accept or reject request.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

**END OF SECTION**

01650

**STARTING OF SYSTEMS REQUIREMENT**

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Starting systems.
- B. Demonstration and instructions.
- C. Testing, adjusting and balancing.

1.2 RELATED SECTIONS

- A. Section 01400 - Quality Control: Manufacturers field reports.
- B. Section 01700 - Contract Closeout: System operation and maintenance data and extra materials.

1.3 STARTING SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect/Engineer/Designer seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, and control sequence and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative or Contractors' personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01300 that equipment or system has been properly installed and is functioning correctly.

1.4 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Final Completion.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance and shutdown of each item of equipment at agreed time, at equipment location.

- E. Prepare and insert additional data in operations and maintenance manuals when the need for additional data becomes apparent during instruction.
- F. The amount of time required for instruction on each item of equipment and system that's specified in individual sections.

**PART 2      PRODUCTS**

Not Used.

**PART 3      EXECUTION**

Not Used.

**END OF SECTION**

**CONTRACT CLOSEOUT REQUIREMENT**

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Spare parts and maintenance Products.
- G. Warranties.

1.2 RELATED SECTIONS

- A. Section 01500 - Construction Facilities and Temporary Controls: Progress cleaning.
- B. Section 01650 - Starting of Systems: System start-up, testing, adjusting and balancing.

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer/Designer's review.
- B. Provide submittals to Owner that is required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.
- D. Owner will occupy portions of the building as specified in Section 01010.
- E. Projects shall not be accepted by MoDOT until the vendor has completed all punch list items. The vendor will then have 15 days to submit all required paperwork necessary to close the project. Failure to submit the required paperwork within 15 days could result in the debarment or suspension of the contractor from future projects.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- C. Clean or replace filters of operating equipment used during construction and/or adjustment.
- D. Clean debris from roofs, gutters, downspouts and drainage systems.
- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste and surplus materials, rubbish and construction facilities from the site.

1.5 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

## 1.6 PROJECT RECORD DOCUMENTS

- A. Store record documents separate from documents used for construction.
- B. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- D. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish main floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Contract drawings.
- E. Submit documents to Architect/Engineer/Designer's with claim for final Application for Payment.

## 1.7 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Submit 1 draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned with Architect/Engineer/Designer comments. Revise content of all document sets as required prior to final submission.
- E. Submit two sets of revised final volumes, within 10 days after final inspection.

## 1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra Products in quantities specified individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Owner.

## 1.9 WARRANTIES

- A. Execute and assemble transferable warranty documents from Subcontractors, suppliers and

manufacturers.

B. Submit prior to final Application for Payment.

C. For items of Work delayed beyond date of Final Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of the warranty period.

**PART 2**

**PRODUCTS**

Not Used.

**PART 3**

**EXECUTION**

Not Used.

## 03300

### CAST-IN-PLACE CONCRETE

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Cast-In-Place Concrete floors, shear walls, foundation walls and supported slabs.
- B. Floors and slabs on grade.
- C. Control, expansion and contraction joint devices associated with concrete work, including joint sealants.
- D. Equipment pads, light pole base, flagpole base, thrust blocks and manholes.

##### 1.2 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION

- A. Section 03100 - Concrete Formwork: Placement of joint device anchors in formwork.

##### 1.3 RELATED SECTIONS

- A. Section 03100 - Concrete Formwork: Formwork and accessories.
- B. Section 03200 - Concrete Reinforcement.
- C. Section 03346 - Concrete Floor Finishing.
- D. Section 03370 - Concrete Curing.
- E. Section 07900 - Joint Sealers.

##### 1.4 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 302 - Guide for Concrete Floor and Slab Construction.
- C. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
- D. ACI 305R - Hot Weather Concreting.
- E. ACI 306R - Cold Weather Concreting.
- F. ACI 318 - Building Code Requirements for Reinforced Concrete.
- G. ANSI/ASTM D994 - Preformed Expansion Joint Filler for Concrete (Bituminous Type).
- H. ANSI/ASTM D1190 - Concrete Joint Sealer, Hot-Poured Elastic Type.
- I. ANSI/ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
- J. ANSI/ASTM D1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- K. ASTM C33 - Concrete Aggregates.
- L. ASTM C94 - Ready-Mixed Concrete.
- M. ASTM C150 - Portland cement.

N. ASTM C260 - Air Entraining Admixtures for Concrete.

#### 1.5 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Provide data on joint devices, attachment accessories and admixtures.

#### 1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.

#### 1.7 COORDINATION

- A. Coordinate work under provisions of Section 01039.
- B. Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.

### **PART 2 PRODUCTS**

#### 2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I - Normal, Type II - Moderate, Type V - Sulfate Resistant.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean and not detrimental to concrete.

#### 2.2 ADMIXTURES

- A. Air Entrainment: ASTM C260.

#### 2.3 ACCESSORIES

- A. Bonding Agent: Polymer resin emulsion.
- B. Vapor Barrier: thick clear polyethylene film.
- C. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

#### 2.4 JOINT DEVICES AND FILLER MATERIALS

- A. Joint Filler Type A: ASTM D1751; ASTM D994; Asphalt impregnated fiberboard or felt, 1/2" thick; tongue and groove profile.
- B. Joint Filler Type B: ASTM D1752; Closed cell polyvinyl chloride foam, resiliency recovery of 95 percent if not compressed more than 50 percent of original thickness.
- C. Joint Filler Type C: ASTM D1752; Pre-molded sponge rubber fully compressible with recovery rate of minimum 95 percent.
- D. Expansion Joint Devices: ASTM B221 alloy, extruded aluminum; resilient filler strip with a Shore A hardness of 35 to permit plus or minus 25 percent joint movement with full recovery; extruded aluminum cover plate, of longest manufactured length at each location, flush Mounted, color as selected.
- E. Sealant: ASTM D1190; polymer based asphalt or coal tar and rubber compound.

#### 2.5 CONCRETE MIX

- A. All concrete shall be, Type 1 cement with a compressive strength of 4,000 p.s.i. at 28 days.
- B. Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94.

- C. Use accelerating admixtures in cold weather only when approved by Architect/Engineer. Use of admixtures will not relax cold weather placement requirements.
- D. Use calcium chloride only when approved by Architect/Engineer.
- E. Use set retarding admixtures during hot weather only when approved by Architect/Engineer.
- F. Add air entraining agent to normal weight concrete mix for work exposed to exterior.

### **PART 3 EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify site conditions under provisions of Section 01039.
- B. Verify requirements for concrete cover over reinforcement.
- C. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely and will not cause hardship in placing concrete.

#### **3.2 PREPARATION**

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
- B. In locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

#### **3.3 PLACING CONCRETE**

- A. Place concrete in accordance with ACI 304 & ACI 301.
- B. Notify Architect/Engineer minimum 24 hours prior to commencement of operations.
- C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints are not disturbed during concrete placement.
- D. Separate slabs on grade from vertical surfaces with ½" thick joint filler.
- E. Place joint filler in floor slab pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.
- F. Extend joint filler from bottom of slab to within 1/2 inch of finished slab surface. Conform to Section 07900 for finish joint sealer requirements.
- G. Install joint devices in accordance with manufacturer's instructions.
- H. Install construction joint devices in coordination with floor slab pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.
- I. Install joint device anchors. Maintain correct position to allow joint cover to be flush with floor and wall finish.
- J. Install joint covers in longest practical length, when adjacent construction activity is complete.
- K. Apply sealants in joint devices in accordance with Section 07900.
- L. Place concrete continuously between predetermined expansion, control and construction joints.
- M. Do not interrupt successive placement; do not permit cold joints to occur.

- N. Place floor slabs in pattern indicated on drawings.
  - O. Saw cut joints within 24 hours after placing. Use 3/16" thick blade, cut into 1/4 depth of slab thickness. If in-slab-heating is used cut joints 1/2 inch deep
  - P. Screed floors and slabs on grade level, maintaining surface flatness of maximum.
- 3.4 SEPARATE FLOOR TOPPINGS
- A. Prior to placing floor topping, roughen substrate concrete surface and remove deleterious material. Broom and vacuum clean.
  - B. Place required dividers, edge strips, reinforcing, and other items to be cast in.
  - C. Apply bonding agent to substrate in accordance with manufacturer's instructions.
- 3.5 CONCRETE FINISHING
- A. Provide formed concrete surfaces to be left exposed with smooth rubbed finish.
  - B. Finish concrete floor surfaces to requirements of Section 03346.
- 3.6 CURING AND PROTECTION
- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
  - B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
  - C. Cure concrete floor surfaces to requirements of Section 03370.
  - D. Cure floor surfaces in accordance with ACI 308.
- 3.7 FIELD QUALITY CONTROL
- A. Field inspection and testing will be performed in accordance with ACI 301 and under provisions of Section 01400.
  - B. Provide free access to Work and cooperate with appointed firm.
  - C. Submit proposed mix design to architect for review prior to commencement of Work.
  - D. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.
  - E. Three concrete test cylinders will be taken for every 75 or less cu yards of concrete placed.
  - F. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.
  - G. One slump test will be taken for each set of test cylinders taken.
- 3.8 PATCHING
- A. Allow Architect/Engineer to inspect concrete surfaces immediately upon removal of forms.
  - B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Architect/Engineer upon discovery.
  - C. Patch imperfections as directed.
- 3.9 DEFECTIVE CONCRETE
- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
  - B. Repair or replacement of defective concrete will be determined by the Architect/Engineer.
  - C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect/Engineer for each individual area.

**END OF SECTION**

## PRECAST CONCRETE VAULT TOILET

### 1.0 SCOPE

1.1 This specification covers the prefabrication, on-site delivery, offloading and placement of four (4) double precast concrete vault restrooms.

### 2.0 SPECIFICATIONS

- 2.1 ASTM C33 - Concrete Aggregates
- 2.2 ASTM C39 - Method of Test for Compressive Strength of Cylindrical Concrete Specimens
- 2.3 ASTM C143 - Method of Test for Slump of Concrete
- 2.4 ASTM C150 - Standard Specification for Portland Cement
- 2.5 ASTM C192 - Method of Making and Curing Test Specimens in the Laboratory
- 2.6 ACI 1211.1 - Recommended Practices for Selecting Proportions for Normal and Heavyweight Concrete
- 2.7 ASTM A615 - Reinforcing Steel
- 2.8 ASTM A185 - Welded Wire Mesh
- 2.9 PCIMNL 116 - Quality control for Plants and Production of Precast Pre-stressed Concrete Products

### 3.0 DESIGN CRITERIA

- 3.1 Vault restrooms have been designed to meet the following criteria. Calculations and Engineer's stamped drawings are available upon request by the customer and are for their sole and specific use only. The design criteria are to ensure that vault restrooms not only will withstand the forces of nature listed below but to provide protection from vandalism and other unforeseen hazards.
- 3.2 Snow Load: The vault restroom will withstand a snow load of 250 pounds per square foot.
- 3.3 Wind Load: The vault restroom will withstand the effects of 130 mile per hour wind load (3 second-gust), Exposure C.
- 3.4 Earth Quake: The vault restroom will withstand the effects of a zone 4 earthquake.
- 3.5 Floor Load: The vault restroom floor will withstand loads of 50 pounds per square foot.
- 3.6 The vault restroom is designed to meet the requirements of the Americans with Disabilities Act Requirements and Uniform Federal Accessibility Standard including as of the date of these specifications.
- 3.7 The vault restroom shall have full 60-inch turning diameter in each interior and entry area.
- 3.8 The vault restroom incorporates all design aspects of Sweet Smelling Technology as outlined by Brian Cook for the U. S. Forest Service. ("In Depth Design and Maintenance Manual for Vault Toilets" – July 1991 – Publication No. 9123 1601).
- 3.9 Tolerances: Tolerances will be within the limits as dictated by the PCI Quality Control and Assurance Manual.

### 4.0 MATERIALS

- 4.1 **Concrete mix design**, mixing and delivery, placement finishing, curing and quality assurance.
  - 4.1.1 Concrete will contain proper proportion of cement, aggregate, and water to obtain concrete with good workability. Minimum strength concrete: 5,000 PSI at 28 days.
  - 4.1.2 Cement will be ASTM C-150 Type II SR (Sulfur resistant) or Type V, 6.5 sacks per cubic yard.
  - 4.1.3 ASTM C33 with designated size of coarse aggregate No. 67 (3/4 inch to No. 4).
  - 4.1.4 Potable water with minimum water/cement ratio 5.0 gallons per sack.
  - 4.1.5 Slump will be 3 to 5 inches by ASTM C231.
  - 4.1.6 Air content shall be 4 to 7 percent as per ASTM C231. Air-entrained admixtures will conform to ASTM C260. Water reducing admixtures will conform to ASTM C494, Type A. Use of other admixtures is subject to approval.
  - 4.1.7 Curing compound will be colorless complying with ASTM C309, Type I or I-D

### 4.2 Colored Concrete – Color requirements for pre-cast toilets.

- 4.2.1 The toilet building roof panels, wall panels to floor line and screen panels will be precast with integrally colored concrete.

4.2.2 The same type and brand of cement, color, aggregates, and other additives shall be used throughout. In addition, as far as is reasonably practicable, all ingredients shall be from the same lot or manufacturing process. Aggregates shall be from the same source.

4.2.3 All volumes of concrete shall be uniform in all respects to ensure uniformity of the color of the finished concrete. All ingredients shall be weighed. All color by weight as recommended by the manufacturer of the concrete color. The mixing operations shall be adequate to uniformly disperse the color throughout each batch. A 12"x12"x1" color sample will be available for customer approval.

4.2.4 Wash and thoroughly clean the mixer and transporting equipment before mixing colored concrete.

4.2.5 Color additive shall be the color specified on the delivery order. Standard schedule of colors will be provided by the manufacturer.

#### **4.3 Cold/Hot Weather Concrete**

4.3.1 Cold weather concrete placement shall be in accordance with ACI 306.

4.3.2 Concrete will not be placed if ambient temperature is expected to be below 30° Fahrenheit during the curing period unless heat is readily available to maintain the surface temperature of the concrete at least 45° Fahrenheit.

4.3.3 Materials containing frost or lumps of frozen materials will not be used.

4.3.4 Hot Weather Concrete: The temperature of the concrete will not exceed 80° Fahrenheit. At the time of placement and when the ambient temperature reaches 90° Fahrenheit. The concrete will be protected with moist covering.

#### **4.4 Concrete Reinforcement**

4.4.1 All reinforcing steel will conform to ASTM A615. All welded wire fabric will conform to ASTM A185.

4.4.2 All reinforcement will be new, free of dirt, oil, paint, grease, mill scale, loose or rust when placed.

Reinforcement will be stored on blocks or saw horse off the ground in a manner to prevent bending, rusting and accumulation of dirt or soil.

4.4.3 Reinforcement will be installed as shown on the drawings and if details of reinforcement not shown will be in accordance with ACI 318.

4.4.4 Steel reinforcement will be centered in the cross-sectional area of the concrete member unless otherwise specified on the drawings.

4.4.5 Welded wire mesh in flat sheet form may be substituted in place of reinforcing steel in the roof slab and the exterior slab. The steel area of the wire mesh must be equal to or greater than the steel bar area. No more than two layers of welded mesh will be allowed in any concrete section to provide the required steel area. Mesh openings for two layers of mesh shall be shifted ½ mesh grid size both ways.

4.4.6 Adequate placement and support of reinforcing steel and wire mesh in final position will occur before starting placement of concrete.

4.4.7 Reinforcing steel will be continuous around corners between adjacent walls. Full lengths of reinforcing steel will be used whenever possible and the number of splices will be kept to a minimum. On long runs, splices will be alternated from opposite sides of the component for adjacent steel bars.

#### **4.5 Concrete Sealers**

4.5.1 Clear, colorless polysiloxane resin penetrating sealer for weatherproofing concrete which meets performance requirements of Federal Specification SS-W-110b

4.5.2 Weatherproofing sealer for exterior of building will be transparent, non-yellowing methylmethacrylate acrylic resin sealer, minimum 20% solids, for weatherproofing concrete exteriors. Low luster finish.

#### **4.6 Caulking, Grout, Adhesive and Sealer**

4.6.1 In accordance with Federal Specifications TTS-01543A, Class A or B (silicone rubber based) caulk will be used with standard colors of white for inside surfaces and brown to match on the exterior.

4.6.2 Epoxy concrete adhesive will be two components rigid, non sag gel adhesive for bonding to dry or damp surfaces, moisture insensitive. Gray or other approved color.

4.6.3 Portland cement mortar will consist of one part Portland cement, three parts sand and enough water to make a workable mixture.

#### **4.7 Paint**

4.7.1 All paints and materials will conform to all Federal specifications or be similar "top-of-the-line components". Paints will be lead free. Standard paint materials and finish will be as follows:

4.7.2 Metalwork, steel doors

4.7.2.1 Metalwork and steel doors will be primed with a one coat zinc dust metal primer, Federal Specification TT-P-1046A. Primer not required on items delivered shop primed.

4.7.2.2A minimum of one coat semi-gloss alkyd exterior enamel as per Federal Specification TT-509 Class A will be applied to all metalwork. The color of enamel will be dark brown, Federal Standard NO 595A

4.7.3 The interior walls will be painted using a one or two part, high gloss polyamide epoxy enamel, white in color with a minimum of one primer coat and one color coat.

4.7.4 Interior floors will be a one or two part, high gloss polyamide epoxy enamel, grey in color.

There will be a minimum of one primer coat and one color coat. Anti-skid sand or grit will be added to the final coat to provide a non-skid surface.

#### **4.8 Toilet Riser**

4.8.1 Toilet Riser for the vault toilet will be 18" high, white cross linked polyethylene, with heavy duty seat and lid. The color will be white with safety bars consisting of two 3/8" stainless steel bars, 5 1/2" centered.

#### **4.9 Grab bars**

4.9.1 Stainless steel, 18 ga. material, satin non-slip finish, 1 1/2" outside diameter tubing, mounted with 1 1/2" wall clearance for handicapped, with concealed screw mounting flanges.

#### **4.10 Toilet Paper Dispenser**

4.10.1 Toilet paper dispenser shall be constructed of stainless steel with satin finish, designed to hold large rolls of toilet paper. All corners will be rounded and holder will consist of two mounting brackets (predrilled and slotted).

#### **4.11 Signs**

4.11.1 Two UNISEX signs will be included with each double vault toilet order.

4.11.2 Appropriate signage will be installed to meet ADA-ABAAG standards. The required signs shall be mounted on the exterior wall of the toilet building adjacent to the latch side of the door. Signs will be attached using concrete epoxy.

4.11.3 Signs will be 6"x 9" made of clear Lexan polycarbonate plastic with standard white recreation symbols or text on a brown background.

4.11.4 Message "RESTROOM" will be in raised Grade 2 Braille across the bottom of the sign.

4.11.5 Interior sign reading "PLEASE DO NOT PUT TRASH IN TOILETS. IT IS EXTREMELY DIFFICULT TO REMOVE - Thank you" will be installed above each toilet riser.

#### **4.12 Windows**

##### **4.12.1 Glazing**

4.12.1.1 The standard toilet will be furnished with a 20"x36" window with 1/4" Lexan polycarbonate pebble finished glazing clear or bronze/opaque in color. Other optional sizes will be available.

##### **4.12.2 Steel Frame**

4.12.2.1 The window frame will 16 ga. metal frame suitable for casting or installation in concrete wall. The frame will be wall thickness plus or minus 1/4".

#### **4.13 Steel Doors**

4.13.1 Steel Door - A 3'-0"x 6'-8" steel flush door will be installed in each toilet. It will be 1 3/4" thick, 18 gauge steel panels, 16 gauge internal bracing channels and 14 gauge hinge & lock rail of one piece construction. One coat of baked on primer coating will be factory applied.

4.13.2 Steel Door Frame will be welded type, single rabbet, that is a minimum 16 gauge steel, suitable for installation in precast concrete. Three rubber door silencers will be installed on the latch side of the door frame. Door frame will be factory primed with one coat of baked on coating.

4.13.3 Spring Door Hinges will be 1-1/2 pair wrought steel, 4 1/2 x 4 1/2, adjustable tension, anti-friction bearing, non removable pin, automatic closing.

##### **4.13.4 Lockset**

4.13.4.1 Commercial grade, heavy-duty cylindrical lockset for exterior door. UL listed complies with ANSI A156.2, series 4000, grade 1, function F76-1 and meets ADA-ABAAG standards for a toilet lock. Lockset will be by Best Locks.

4.13.4.2 Lever handles inside and outside with the end of handles return to within 1/2' to 3/4" of door surface.

4.13.4.3 Either handle operates latch unless outside handle is locked by inside push button.

4.13.4.4 Push-button will automatically release when inside lever handle is turned or door is closed.

4.13.4.5 Lockset will have an emergency slot on exterior so door can be unlocked from the outside with a screwdriver. Inside lever will always be active.

4.13.5 Deadbolt - Mortised type, operated by key from outside only, keyed to existing or provided key.

Deadbolt will be by Best Locks.

4.13.6 Wall Bumpers will have a cast metal base, convex gray rubber bumper with a 2 3/8" diameter and 1" projection, suitable for installation on exterior of steel door.

4.13.7 Door and Wall Louvers

4.13.7.1 Door and Wall Louvers will consist of non-vision, two-piece, exterior door louver for mounting on each side of door. Fiberglass or nylon insect screen with a 18-14 mesh installed in an aluminum frame between louvers. Door and wall louvers will be Model 700A by Air Louvers Inc. 1-323-726-8814.

4.13.7.2 Blades of 18 ga. steel will be welded or set into the frames.

4.13.7.3 Frames will have one coat of factory applied baked on primer.

4.13.8 Door Sill Seal will be provided at the bottom of door and will be extruded aluminum channel with one inch legs on each face of door with vinyl insert on bottom.

4.13.9 Double Coat Hook - As an option a double coat hook of stainless construction with a satin finish and nail in anchor may be installed. Upper hook shall extend at least 2 1/2 inches from wall and lower hook extend 1 1/4 inches from wall. Mounting height will be a maximum of 48 inches from floor to center of coat hook.

**4.14 Vault Cleanout** - The vault cleanout will be located on the back of the toilet and be an 8" Type PSM SDR35 PVC pipe that extends 4 inches above the ground surface at a 60 degree angle. Cover will be a 8' Schedule 40 Cap. Cover may be padlocked (owner supplied) using the included latching rod.

**4.15 Vault Vent Pipe** shall be polyethylene plastic pipe, 12" nominal size DR21, PE 3608 high density, black color, UV stabilized HDPE pipe.

**4.16 Vault/Liner**

4.16.1 Standard Vault configuration will include a precast concrete vault with a minimum wall thickness of 3 inches. The inside of the vault will be allowed to cure for seven days and then be coated with two coats of Conseal CS-55 applied with a paint roller. The vault/liner will have a 5-year warranty against leakage.

4.16.2 Provide optional double walled vault. The optional vault will consist of the standard concrete vault with a one piece molded plastic liner placed inside the concrete tank. The Vault Liner shall consist of a one-piece molded .20" thick LDPE plastic liner. The LDPE plastic liner will be warranted against leaks for a period of 7 years.

**4.17 Options**

4.17.1 Urinal – provide heavy duty urinal meeting ADA-ABAAG standards.

4.17.2 Embedded conduit for interior lighting and switching.

4.17.3 Power fan ventilation for each stack if required by building orientation restrictions.

## **5.0 MANUFACTURE**

### **5.1 Concrete Forms**

5.1.1 Steel forms shall be sufficiently rigid to prevent distortion due to pressure of the concrete during placement, vibrating and curing of concrete.

5.1.2 Form ties will not be used in any concrete

5.1.3 Forms will be constructed to allow the interior surface of walls, ceiling and vault to have a steel form finish.

Upper surface of the roof slab will have a steel-trowel finish standard with other optional textures by means of form liner.

5.1.4 Form liner patterns shall be continuous pattern match.

### **5.2 Reinforcement**

5.2.1 All reinforcing steel and wire mesh will be put in place and supported in final position prior to placement of concrete.

### **5.3 Concrete**

5.3.1 Placement - Concrete will be poured in layers not more than 24 inches deep. Vibrators or tampers will not be used to move concrete.

5.3.2 Vibrating -

5.3.2.1 The concrete will be consolidated with suitable mechanical vibrators operating within the concrete or attached to the steel forms.

5.3.2.2 Vibration will be done at all points to sufficiently accomplish compaction and not prolonged to a point where segregation would occur.

### **5.4 Construction and Execution**

5.4.1 The walls and floors will be a minimum of four inches thick unless otherwise specified on the drawings.

- 5.4.2 The exterior wall surfaces of all colored concrete components shall have **Barnwood** finish. The exterior roof surface will have **Cedar Shake** roof texture. The Manufacturer will have available a 12 x 12 colored sample with the finish for approval.
- 5.4.3 Any exterior finish will be cleaned, allowed to dry and a concrete sealer will be applied as recommended by the manufacturer.
- 5.4.4 The four sections of the concrete building will be joined at the seam with epoxy concrete adhesive and four weld plates, two on top and two on bottom. Excess epoxy will be removed flush with concrete surfaces.
- 5.4.5 The floor slab will be fabricated with a one inch to two inch high raised concrete cove around the perimeter except in the door opening.
- 5.4.6 Interior vertical wall surfaces will have all depressions and small rock pockets filled with cement mortar while concrete is still green and within one day of form removal.
- 5.4.7 Patching of holes, chips, exposed reinforcement, and other defects on the exterior of the building will be done with a Portland cement-based patching material with the color, finish and texture of the patched surface matching the surrounding concrete.
- 5.4.8 Signs will be installed on building as shown on drawings per ADA-ABA guidelines.
- 5.4.9 All hardware will be installed in accordance with manufacturer's instructions after finish paint work is completed.
- 5.4.10 Spring hinges will be adjusted after the building is installed to meet the following criteria:
- 5.4.10.1 Maximum force for pushing or pulling open the door shall be five pounds.
- 5.4.10.2 The door shall take at least three seconds to move from an open position of 70 degrees to a point three inches from the latch, measured to the leading edge of the door.
- 5.4.11 Wall bumpers will be installed on outside of steel door to contact concrete wall near edge of the building.
- 5.4.12 Glazing will be installed with glazing strips on the exterior side of the glazing, secured a maximum of ten inches on center with corrosion resistant Phillips metal screws.
- 5.4.13 Grey concrete enamel on the floor shall extend around the cove at the junction of the wall and floor. Line between the grey floor enamel and white wall enamel shall be straight and parallel to the floor.
- 5.4.14 Concrete surfaces will be allowed to adequately cure and surfaces will be prepared for application of epoxy paints as recommended by the paint manufacturer.
- 5.4.15 Interior and exterior joints between concrete and steel frames of doors will be caulked and joints will be smoothed with a concave surface tool.

## **6.0 INSTALLATION**

### **6.1 Scope of Work:**

6.1.1 Work specified under this Section includes, unless otherwise noted, site location, excavation, backfill and placement of precast concrete vault toilet.

### **6.2 Materials**

6.2.1 Bedding material to be sand or 3/8" minus crushed or screened aggregate.

### **6.3 Location and Access to the Site:**

6.3.1 It is the responsibility of the customer to locate the vault toilet in area that provides safe and reasonable access for trucks and equipment.

6.3.2 The area must be free of overhead or underground obstructions.

6.3.3 Care must be taken to not place excavated material in the area where the crane or truck may be positioned.

6.3.4 Verify that bridges/culverts en-route to the site are rated for HS-20 loading.

6.3.5 Deliveries may be delayed if road conditions are hazardous or unsuitable for normal trucks and trailers.

6.3.6 Trucks must be able to reach the site under their own power.

### **6.4 Excavation and Elevation**

6.4.1 Comply with all applicable OSHA Standards for excavation.

6.4.2 Hole as required by manufacturer for make and model of vault toilet specified.

6.4.3 Finish floor elevation will be 4 inches above natural grade measured at the front (entrance) of the exterior slab unless otherwise approved by the customer. The customer may specify a finish floor elevation for buildings at some sites. The contractor will install buildings at these sites with the floor elevation within  $\pm 0.05$  feet of the specified floor elevation. It is very important that the installation provides drainage away from the structure.

### **6.5 Bedding and Compaction**

6.5.1 Compact the natural ground at the bottom of the vault excavation with a whacker-type mechanical compactor or equivalent approved by the customer.

6.5.2 Install sand or aggregate bedding material for leveling course. Compact leveling course so there will be no high spots in the middle of the vault bottom.

6.5.3 Set vault in place. Backfill around the structure. Use excavation material for backfill except that rocks larger than six inches in maximum dimensions shall not be placed within six inches of the exterior vault walls.

6.5.4 Fill, adjacent to the building entry, will have excavated material placed in eight inch loose lifts and compacted with a whacker-type mechanical compactor or equivalent.

#### **6.6 Finish Grading**

6.6.1 Spread excess excavated material from the vault around structure. Intended final grade is flush with the top of the front slab. Allow for placement of topsoil to reach that grade. Grade backfill away from structure at maximum slope of five (5) percent unless otherwise approved by the customer.

6.6.2 Spread stockpiled topsoil as final layer after rough grading is completed. Areas disturbed by excavation, backfilling and stockpiling of excavated materials will be hand raked to remove exposed rocks over one inch in maximum dimension.

#### **7.0 WARRANTY**

7.1 Precast vault toilets when installed in accordance with the manufacturer's instructions are warranted against defective materials and/or workmanship for a period of 5 years from date of delivery. All components such as windows, vents, vault toilet risers, grab bars, toilet paper dispensers, doors, locksets, dead bolts, door sweep, door stops, coat hooks, signs and vault vent pipes are covered for 3 years from date of delivery. As an option the double walled vault will include a water tightness warranty for a period of 7 years from date of purchase.

7.1.1 Should a defect appear within the warranty period, manufacturer will, at its discretion, repair or replace the precast concrete parts that have deteriorated due to such defects in material and/or workmanship provided that manufacturer is first given the opportunity to inspect such defects.

7.1.2 Manufacturer liability is limited to the value of the precast vault toilet itself and specifically excludes the cost of installation and/or removal and consequential damages.

7.1.3 Failure to comply with manufacturer installation procedures and general notes will void warranty. Manufacturer assumes no liability in cases of improper installation or misuse.

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**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBES. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

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**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

**Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$1,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$1,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Bid Guaranty/Contract Bond**

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the bid submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
- d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

**Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

**Prohibition Of Employment Of Unauthorized Aliens:**

- a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
  - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
  - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document.
- b. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document.

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**Construction Safety Program**

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

**Prevailing Wage**

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **Lawrence**. The **Annual Wage Order # 19** is attached to the bid documents. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- c. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- d. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

**Permits, Licenses and Safety Issues**

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

**Liquidated Damages**

- a. In the event the successful Contractor fails to complete the project within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$400 per day**, for each assessable calendar day on which the project has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

**Time of Completion**

If this bid is accepted, it is hereby agreed that work will begin no later than the date specified in the "Notice to Proceed" and will diligently be prosecuted in order to complete the work and billing within **50-working days** from the date specified. Completion of work will be based on FINAL ACCEPTANCE of the building; "SUBSTANTIAL COMPLETION" will not be accepted as basis for completion.

**A Working Day**

It is defined as any day when, soil and weather conditions would permit the major operation of the project for six hours or more unless other unavoidable conditions prevent the contractor's operation. If conditions require the contractor to stop work in less than six hours, the day will not be counted as a working day. Working days will begin as soon as notice to proceed is issued. In order for MoDOT not to change a workday due to unavoidable conditions, the contractor must have enough forces, equipment, and materials on site to begin the project. The contractor must notify MoDOT inspector before 12:00 noon of said working day if forces will not be present.