



MISSOURI
HIGHWAYS and TRANSPORTATION
COMMISSION
JEFFERSON CITY, MISSOURI

SPECIFICATIONS

FOR

CONSTRUCTING OR IMPROVING

IFB 9 – 080819C

District 3
Concrete Apron Replacement
Various Northeast Missouri Location

Sealed bid
will be
received at:

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
1320 Creek Trail Drive – P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	9-080819C	
DATE	August 4, 2008	
PAGE NO.	1	NO. OF PAGES 2

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS
WILL BE RECEIVED AT THIS OFFICE UNTIL: **1:00 PM**

Local Time on August 19, 2008

AND THEN PUBLICLY OPENED AND READ ALOUD

BUYER: Clayton Hanks 573-522-9565

BIDS TO BE BASED F.O.B.

MISSOURI DEPARTMENT OF TRANSPORTATION
Various Northeast Missouri Locations

Submit net bid as cash discount stimulations will not be considered

Clayton.Hanks@modot.mo.gov

Project Description: Remove existing Maintenance Building concrete aprons and replace with new at nine Northeast Missouri locations in accordance with all the provisions of this request for bids.

NOTICE – CONTRACTORS MAY BID ONE OR BOTH GROUPS (NORTH – SOUTH).

SEE ATTACHED FOR CONDITIONS AND INSTRUCTION

Bid Bond Form	Subcontractor List
Preference in Purchasing Products	Missouri Domestic Product Act
9-Delivery Locations List	Specifications
MHTC Standard Solicitation Provisions, General Terms and Conditions, and Special Terms and Conditions (6-pages)	Drawings

1. The undersigned, having examined the proposed Contract Documents titled: **District 3 Replace Concrete Aprons** 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 Chief Engineer of the Missouri Department of Transportation and the Missouri Highway and Transportation Commission, for the stipulated sums of:

County	City	North Group
Pike	Bowling Green	_____ dollars\$
Pike	Frankford	_____ dollars\$
Shelby	Shelbina	_____ dollars\$
Scotland	Memphis	_____ dollars\$
Marion	Palmyra	_____ dollars\$
NORTH GROUP TOTAL		\$ _____

County	City	South Group
Pike	Eolia	_____ dollars\$
Montgomery	Montgomery City	_____ dollars\$
Audrain	Mexico	_____ dollars\$
Pike	Louisiana	_____ dollars\$
Lincoln	Elsberry	_____ dollars\$
SOUTH GROUP TOTAL		\$ _____

2. The undersigned, acknowledges having examined and being familiar with the contract documents to furnish and deliver any or all the items on which prices were quoted within **60 working days** after receipt of notice to proceed.

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 (\$ _____).

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
1320 Creek Trail Drive – P.O. BOX 270
JEFFERSON CITY, MO 65102**

REQUEST NO.	9-080819C
DATE	August 1, 2008
PAGE NO.	2
NO. OF PAGES	2

Date: _____

Firm Name: _____

Telephone No.: _____

Address: _____

Fax No.: _____

Federal I.D. No. _____

By (Signature): _____

Email Address: _____

Type/Print Name _____

Form E-103 (Rev. 11-04)

Title: _____

Award Criteria clarification:

As stated in the original invitation:

- Award of this bid/quote/proposal will be made on an “all or nothing” basis using the “lowest and best” principle of award region by region.
- Contractors may bid one or both groups (North – South).

Furthermore, bidders may bid both groups and stipulate that they do not have the capacity or desire to complete both regions in the required 60-working days after receipt of formal notice to proceed. If this option is exercised, the MHTC reserves the sole right to award in a manner that is most advantageous to the Commission.

**DISTRICT 3
CONCRETE APRON
WORK LOCATIONS**

North Group				
County	City	Directions	Site Contact	Phone #
Pike	Bowling Green	Rte. 54, 0.1 Mi. W of B.R. 61	Ronnie Calvin	573-324-5271
Pike	Frankford	Rte. 61, 1.0 Mi. S of Rte. B	Heath Otte	573-784-2561
Shelby	Shelbina	Rte. 36, 0.4 Mi. W of Rte. 15	Lindell Parsons	573-588-4872
Scotland	Memphis	Rte. MM, 0.2 Mi. S of Rte. 136	Doug Wendling	660-465-2005
Marion	Palmyra	BR 61, at 61 S. Jct.	Herb Lovelace	573-769-4445

County	City	Directions	Site Contact	Phone #
Pike	Eolia	Rte. 61, 1.5 Mi. N of Rte. D	Gary Peasel	573-485-7775
Montgomery	Montgomery City	Local Rte. 19, 3.5 Mi. N of Rte. B	Phil Williams	573-684-2478
Audrain	Mexico	Rte. JJ, 0.5 Mi. S of Rte. 54	Wayne Simcoe	573-581-1675
Pike	Louisiana	Rte. 54, 1.0 Mi. W of Rte. 79	Fred Bolton, Jr.	573-754-6914
Lincoln	Elsberry	Rte. 79, 0.1 Mi. N of Rte. P	Donnie Kinsler	573-898-2580

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Facilities Management) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

SUBCONTRACTOR LISTING

1. For portions of the 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 _____

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.

TABLE OF CONTENTS

DIVISION	PAGE
DIVISION 2 - SITEWORK	
02220	EXCAVATING, BACKFILLING AND COMPACTING
DIVISION 3 - CONCRETE	
03200	CONCRETE REINFORCEMENT
03300	CAST-IN-PLACE CONCRETE
03346	CONCRETE FLOOR FINISHING
03370	CONCRETE CURING
DIVISION 7 – THERMAL AND MOISTURE PROTECTION	
07900	JOINT SEALERS

SECTION 02220

EXCAVATING, BACKFILLING AND COMPACTING

PART 1 GENERAL

1.1 SUMMARY

- A. Excavate, backfill, compact, and grade the site to the elevations shown on the Drawings, as specified herein, and as needed to meet the requirements of the construction shown in the Contract Documents.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Use equipment adequate in size, capacity and numbers to accomplish the work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the MoDOT Inspector.

1.3 DELIVERY, STORAGE AND HANDLING

- A. Comply with pertinent provisions of Section 01620.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

- A. Fill and backfill materials:
 - 1. Provide soil materials free from organic matter and deleterious substances, containing no rocks or lumps over 6" in greatest dimension, and with not more than 15% of the rocks or lumps larger than 2-3/8" in their greatest dimension.
 - 2. Fill material is subject to the approval of the MoDOT Inspector, and are those materials removed from excavations or imported from off-site borrow areas; predominantly granular, non-expansive soils free from roots and other deleterious matter.
 - 3. Do not permit rocks having a dimension greater than 1" in the upper 12" of fill or embankment.
 - 4. Cohesionless material used for structural backfill. Provide sand free from organic material and other foreign matter, and as approved by the MoDOT Inspector.
 - 5. Where granular base is called for under building slabs, provide aggregate complying with requirements of Section 03300 of these Specifications.

2.2 WEED KILLER

- A. Provide a dry, free-flowing, dust-free chemical compound, soluble in water, capable of inhibiting growth of vegetation, and approved for use on this Work by governmental agencies having jurisdiction.

2.3 TOPSOIL

- A. Where and if shown on the Drawings or otherwise required, provide topsoil consisting of friable, fertile soil of loamy character, containing an amount of organic matter normal to the region, capable of sustaining healthy plant life, and reasonably free from subsoil, roots, heavy or stiff clay, stones larger than 2" in greatest dimension, noxious weeds, sticks, brush, litter and other deleterious matter.
- B. Obtain topsoil/backfill from sources within the project limits as approved by Owner, or provide imported topsoil obtained from sources outside the project limits or from both sources.

2.4 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FINISH ELEVATIONS AND LINES

- A. Comply with pertinent provisions of Section 01050.

3.3 PROCEDURES

- A. Utilities:
 - 1. Unless shown to be removed, protect active utility lines shown on the Drawings or otherwise made known to the Contractor prior to excavating. If damaged, repair or replace at no additional cost to the Owner.
 - 2. If active utility lines are encountered and are not shown on the Drawings or otherwise made known to the Contractor, promptly take necessary steps to assure that service is not interrupted.
 - 3. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the Owner.
 - 4. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Architect and secure his instructions.
 - 5. Do not proceed with permanent relocation of utilities until written instructions are received from the Architect.
- B. Protection of persons and property:
 - 1. Barricade open holes and depressions occurring as part of the Work, and post warning lights on property adjacent to or with public access.
 - 2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 - 3. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, washout and other hazards created by operations under this Section.
- C. Dewatering:
 - 1. Remove all water, including rainwater encountered during trench and sub-structure work

- 2. to an approved location by pumps, drains and other approved methods.
- 2. Keep excavations and site construction area free from water.
- D. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors and to other work being performed on or near the site.
- E. Maintain access to adjacent areas at all times.

3.4 EXCAVATING

- A. Perform excavating of every type of material encountered within the limits of the Work to the lines, grades and elevations indicated and specified herein.
- B. Satisfactory excavated materials:
 - 1. Transport to and place in, fill or embankment areas within the limits of the Work.
- C. Unsatisfactory excavated materials:
 - 1. Excavate to a distance below grade as directed by the MoDOT Inspector and replace with satisfactory materials.
 - 2. Include excavation of unsatisfactory materials and replacement by satisfactory materials, as parts of the work of this Section.
- D. Surplus materials:
 - 1. Dispose of unsatisfactory excavated material, and surplus satisfactory excavated material, away from the site at disposal areas arranged and paid for by the Contractor.
- E. Excavation of rock:
 - 1. Where rocks, boulders, granite, or similar material is encountered, and where such material cannot be removed or excavated by conventional earth moving or ripping equipment, take required steps to proceed with the general grading operations of the Work, and remove or excavate such material by means which will neither cause additional cost to the Owner nor endanger buildings or structures whether on or off the site.
 - 2. Do not use explosives without written permission from the Architect.
- F. Excavate and backfill in a manner and sequence that will provide proper drainage at all times.
- G. Borrow:
 - 1. Obtain material required for fill or embankment in excess of that produced within the grading limits of the Work from borrow areas selected and paid for by the Contractor and approved by the MoDOT Inspector.
- H. Ditches and gutters:
 - 1. Cut accurately to the cross sections, grades and elevations shown.
 - 2. Maintain excavations free from detrimental quantities of leaves, sticks, trash, and other debris until completion of the Work.
 - 3. Dispose of excavated materials as shown on the Drawings or directed by the MoDOT Inspector; except do not, in any case, deposit materials less than 3'-0" from the edge of a ditch.
- I. Unauthorized excavation:
 - 1. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific instruction from the Architect or the MoDOT Inspector.
 - 2. Under footings, foundations, or retaining walls:
 - a. Fill unauthorized excavations by extending the indicated bottom elevation of the footing or base to the excavation bottom, without altering the required top

elevation.

- b. When acceptable to the soil engineer, lean concrete fill may be used to bring the bottom elevation to proper position.
3. Elsewhere backfill and compact unauthorized excavations as specified for authorized excavations, unless otherwise directed by the soil engineer.

J. Stability of excavations:

1. Slope sides of excavations to 1:1 or flatter, unless otherwise directed by the MoDOT Inspector.
2. Shore and brace where sloping is not possible because of space restrictions or stability of the materials being excavated.
3. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.

K. Excavating for structures:

1. Conform to elevations and dimensions shown within a tolerance of 0.10 ft, and extending a sufficient distance from footings and foundations to permit placing and removing concrete formwork, installation of services, other construction required and for inspection.
2. In excavating for footings and foundations, take care not to disturb bottom of excavation:
 - a. Excavate by hand tools to final grade just before concrete is placed.
 - b. Trim bottoms to required lines and grades to leave solid base to receive concrete.
3. Excavate for footings and foundations only after general site excavating, filling and grading are complete.

L. Excavating for pavements:

1. Cut surface under pavements to comply with cross sections, elevations and grades.

M. Cold weather protection:

1. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

3.5 FILLING AND BACKFILLING

A. General:

1. For each classification listed below, place acceptable soil material in layers to required subgrade elevations.
2. In excavations:
 - a. Use satisfactory excavated or borrowed materials.
3. Under building slabs:
 - a. Use subbase materials.
4. Under building slabs:
 - a. Use granular fill, if so called for on the Drawings, complying with aggregate acceptable under Section 03300 of these Specifications.

B. Backfill excavations as promptly as progress of the Work permits, but not until completion of the following.

1. Acceptance of construction below finish grade including, where applicable, dampproofing and waterproofing.
2. Inspecting, testing, approving and recording locations of underground utilities.
3. Removing concrete formwork.
4. Removing shoring and bracing and backfilling of voids with satisfactory materials.
5. Removing trash and debris.
6. Placement of horizontal bracing on horizontally supported walls.

C. Ground surface preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions and deleterious

- matter from ground surface prior to placement of fills.
- 2. Plow, strip, or break up sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.
- 3. When existing ground surface has a density less than that specified under "compacting" for the particular area, break up the ground surface, pulverize, moisture-condition to the optimum moisture content and compact to required depth and percentage of maximum density.

D. Placing and compacting:

- 1. Place backfill and fill materials in layers not more than 8" in loose depth.
- 2. Before compacting, moisten or aerate each layer as necessary to provide the optimum moisture content.
- 3. Compact each layer to required percentage of maximum density for area.
- 4. Do not place backfill or fill material on surfaces that are muddy, frozen or containing frost or ice.
- 5. Place backfill and fill materials evenly adjacent to structures, to required elevations.
- 6. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around the structure to approximately the same elevation in each lift.
- 7. Where the construction includes basement or other underground walls having structural floors over them, do not backfill such walls until the structural floors are in place and have attained sufficient strength to support the walls.

3.6 GRADING

A. General:

- 1. Uniformly grade the areas within limits of grading under this Section, including adjacent transition areas.
- 2. Smooth the finished surfaces within specified tolerance.
- 3. Compact with uniform levels or slopes between points where elevations are shown on the Drawings, or between such points and existing grades.
- 3. Where a change of slope is indicated on the Drawings, construct a rolled transition section having a minimum radius of approximately 8'0", unless adjacent construction will not permit such a transition or if such a transition defeats positive control of drainage.

B. Grading outside building lines:

- 1. Grade areas adjacent to buildings to achieve drainage away from the structures and to prevent ponding.
- 2. Finish the surfaces to be free from irregular surface changes, and:
 - a. Shape the surface of areas scheduled to be under walks to line, grade and cross-section, with finished surface not more than 0.10 ft above or below the required subgrade elevation.
 - b. Shape the surface of areas scheduled to be under pavement to line, grade and cross-section, with finished surface not more than 0.05 ft above or below the required subgrade elevation.

3.7 COMPACTING

A. Control soil compaction during construction to provide the minimum percentage of density specified for each area as determined according to ASTM D1557.

B. Provide not less than the following maximum density of soil material compacted at optimum moisture content for the actual density of each layer of soil material in place and as approved by the MoDOT Inspector.

1. Structures:

- a. Compact the top 8" of subgrade and each layer of fill material or backfill material

at 90% of maximum density.

2. Lawn and unpaved areas:
 - a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density.
 - b. Compact the upper 12" of filled areas, or natural soils exposed by excavating, at 85% of maximum density.
 3. Walks:
 - a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density.
 4. Pavements:
 - a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density.
- C. Moisture control:
1. Where subgrade or layer of soil material must be moisture-conditioned before compacting, uniformly apply water to surface of subgrade or layer of soil material to prevent free water appearing on surface during or subsequent to compacting operations.
 2. Remove and replace or scarify and air dry, soil material that is too wet to permit compacting to the specified density.
 3. Soil material that has been removed because it is too wet to permit compacting may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing, or pulverizing until moisture content is reduced to a satisfactory value as determined by moisture-density relation tests approved by the MoDOT Inspector.

3.8 MAINTENANCE

- A. Protection of newly graded areas:
 1. Protect newly graded areas from traffic and erosion, and keep free from trash and weeds;
 2. Repair and establish grades in settled, eroded and rutted areas to the specified tolerances.
- B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape and compact to the required density prior to further construction.

END OF SECTION

SECTION 03200
CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Wire fabric and accessories for cast-in-place concrete.

1.2 RELATED SECTIONS

- A. Section 03100 - Concrete Formwork.
- B. Section 03300 - Cast-in-Place Concrete.

1.3 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 318 - Building Code Requirements For Reinforced Concrete.
- C. ACI SP-66 - American Concrete Institute - Detailing Manual.
- D. ACI 315-99 - Details and Detailing of Concrete Reinforcement
- E. ANSI/ASTM A82 - Cold Drawn Steel Wire for Concrete Reinforcement.
- F. ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- G. CRSI - Concrete Reinforcing Steel Institute - Manual of Standard Practice.
- H. CRSI - Placing Reinforcing Bars.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with CRSI - Manual of Standard Practice & ACI 318.

1.5 COORDINATION

- A. Coordinate work under provisions of Section 01039.
- B. Coordinate with placement of formwork, formed openings and other Work.

PART 2 PRODUCTS

2.1 REINFORCEMENT

- A. Welded Steel Wire Fabric: ASTM A815; in flat sheets.

2.2 ACCESSORY MATERIALS

- A. Tie Wire: Minimum gage annealed type.
- B. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic coated steel; size and shape as required.

2.3 FABRICATION

- A. Fabricate concrete reinforcing in accordance with CRSI Manual of Practice ACI SP-66.

PART 3 EXECUTION

3.1 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position.
- B. Accommodate placement of formed openings.
- C. Conform to applicable code for concrete cover over reinforcement.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cast-In-Place Concrete floors and supported slabs.
- B. Control, expansion and contraction joint devices associated with concrete work, including joint sealants.

1.2 RELATED SECTIONS

- A. Section 03200 - Concrete Reinforcement.
- B. Section 03346 - Concrete Floor Finishing.
- C. Section 03370 - Concrete Curing.
- D. Section 07900 - Joint Sealers.

1.3 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. ASTM C33 - Concrete Aggregates.
- I. ASTM C94 - Ready-Mixed Concrete.
- J. ASTM C150 - Portland cement.
- K. ASTM C260 - Air Entraining Admixtures for Concrete.

1.4 SUBMITTALS

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

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.

1.6 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.

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.

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 1/2" 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.

3.4 CONCRETE FINISHING

- A. Finish concrete floor surfaces to requirements of Section 03346.

3.5 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.

3.6 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.

3.7 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.

3.8 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

SECTION 03346

CONCRETE FLOOR FINISHING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Finishing slabs-on-grade.
- B. Surface treatment with concrete hardener and sealer.

1.2 RELATED SECTIONS

- A. Section 03300 - Cast-in-Place Concrete: Prepared concrete floors ready to receive finish; control and formed expansion and contraction joints and joint devices.
- B. Section 03370 - Concrete Curing.
- C. Section 07900 - Joint Sealers.

1.3 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 302 - Guide for Concrete Floor and Slab Construction.
- C. ASTM E1155 - Determining Floor Flatness and Levelness Using the F-Number System.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Provide data on concrete hardener, sealer and slip resistant treatment, compatibilities and limitations.

1.5 MAINTENANCE DATA

- A. Submit under provisions of Section 01700.
- B. Maintenance Data: Provide data on maintenance renewal of applied coatings.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301 and ACI 302.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, protect, and handle products to site under provisions of Section 01039.
- B. Deliver materials in manufacturer's packaging including application instructions.

1.8 COORDINATION

- A. Coordinate work under provisions of Section 01039.
- B. Coordinate the work with concrete floor placement and concrete floor curing.

PART 2 PRODUCTS

2.1 CURING/SEALING COMPOUNDS

- A. Curing/sealing compound equal to Ashford Formula as distributed by:
Curecrete Chemical Company, Inc.
1201 W. Spring Creek Place
Springville, UT 84663
(801) 489-5663

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify site conditions under provisions of Section 01039.
- B. Verify that floor surfaces are acceptable to receive the work of this section.

3.2 FLOOR FINISHING

- A. Finish concrete floor surfaces in accordance with ACI 301 and ACI 302.
- B. Steel trowel surfaces that areas scheduled to be exposed.

3.3 FLOOR SURFACE TREATMENT

- A. Apply sealer in accordance with manufacturer's instructions on floor surfaces.

3.4 TOLERANCES

- A. Maximum Variation of Surface Flatness For Exposed Concrete Floors: 1/4 inch.
- B. Maximum Variation of Surface Flatness Under Seamless Resilient Flooring: 1/8 in.
- C. Maximum Variation of Surface Flatness Under Carpeting: 1/8 in.

END OF SECTION

SECTION 03370
CONCRETE CURING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Initial and final curing of horizontal concrete surfaces.

1.2 RELATED SECTIONS

- A. Section 03300 - Cast-In-Place Concrete.
- B. Section 03346 - Concrete Floor Finishing.

1.3 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 302 - Recommended Practice for Concrete Floor and Slab Construction.
- C. ACI 308 - Standard Practice for Curing Concrete.
- D. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301 and ACI 302.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products under provisions of Section 01600.
- B. Deliver curing materials in manufacturer's packaging including application instructions.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Curing/sealing compound equal to Ashford Formula as distributed by:
 Curecrete Chemical Company, Inc.
 1201 W. Spring Creek Place
 Springville, UT 84663
 (801)489-5663

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify substrate conditions under provisions of Section 01039.
- B. Verify that substrate surfaces are ready to be cured.

3.2 EXECUTION - HORIZONTAL SURFACES

- A. Cure floor surfaces in accordance with ACI 308.

3.3 PROTECTION OF FINISHED WORK

- A. Protect finished Work under provisions of Section 01500.
- B. Do not permit traffic over unprotected floor surface.

END OF SECTION

SECTION 07900

JOINT SEALERS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Sealants and joint backing.

1.2 REFERENCES

- A. ASTM C834 - Standard Specification for Latex Sealing Compounds.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants.
- D. ASTM D1056 - Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
- E. ASTM D1565 - Standard Specification for Flexible Cellular Materials -Vinyl Chloride Polymers and Copolymers (Open-Cell Foam).
- F. ASTM D1667 - Standard Specification for Flexible Cellular Materials -Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam).

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section and approved by manufacturer.

1.4 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.5 COORDINATION

- A. Section 01039 - Coordination and Meetings: Coordination requirements.
- B. Coordinate the work with all sections referencing this section.

1.6 WARRANTY

- A. Section 01700 - Warranties.
- B. Correct defective work within a five-year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal and exhibit loss of adhesion or cohesion or do not cure.

1.7 SEALANTS

- A. Type VIII - Concrete Paving Joint Sealant: Polyurethane, self-leveling; ASTM C920, Class 25, Uses T, M and A; single or multi-component.
 - 1. Gray color.
 - 2. Applications: Use for:
 - a. Joints in sidewalks and vehicular paving.

PART 2 PRODUCTS

2.1 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D1056, sponge or expanded rubber; oversized 30 to 50 percent larger than joint width.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing is compatible with sealant.

3.2 PREPARATION

- A. Remove loose materials and foreign matter that might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfiguration.

3.3 INSTALLATION

- A. Perform installation in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

3.4 CLEANING

- A. Clean adjacent soiled surfaces.

3.5 PROTECTION OF FINISHED WORK

- A. Protect sealants until cured.

END OF SECTION

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. 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.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- 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 purchase order and/or notice to proceed.
- c. 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 MHTC, 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.
- d. Modifications/Change Orders cost shall not allow 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 accomplish any approved modification.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

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 MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT 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.

Invoicing and Payment

- a. MoDOT 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 Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC 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 MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) 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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. 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.

Executive Order

- a. 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 (6th) 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/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 4) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 5) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

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.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. 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.

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.

Warranty

- a. 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 MoDOT, (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.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. 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.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, 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 Offeror's performance of its obligations under this Agreement.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.

PRODUCT OPTIONS

- a. All specifications that specify manufacture's brand name and/or model number are for reference purposes only. Contractors are encouraged to bid functional equivalents. MHTC evaluation of "functional equivalents" shall be final.

SUBSTITUTIONS

- a. Architect/Engineer will consider requests for Substitutions only within 15 days after date established in Notice to Proceed. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- b. 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.
- c. 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.
- d. 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 will notify Contractor in writing of decision to accept or reject request.

Proposal/Bid Guaranty/Contract Bond

- a. Each proposal 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.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Prevailing Wage

- a. If the bid/quote/proposal 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 counties): Marion, Pike, Shelby, Scotland, Montgomery, Audrain, and Lincoln. The Annual Wage Order #15 may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

- a. 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.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Failure to Execute Contract

- a. 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.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material 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 one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery 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.

Environmental Issues

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- b. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.
- c. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.