

**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES  
JOPLIN, MISSOURI**

**July 13, 2007**

**GENERAL SERVICES: Bids on Commercial 8.5 sack , Commercial 6 sack Concrete, and Cementitious Grout for Undersealing**

Buyer: Cathy Bay  
417-629-3223

Sealed bids to supply, mix, haul and dump **Commercial 8.5 sack, Commercial 6 sack Concrete, and Cementitious Grout for Undersealing using state approved material** meeting attached specification section 501.15 Commercial Mixture and specification section 625.10.3 Composition of Mixture, will be received by the Missouri Department of Transportation, Joplin, Missouri until **1:00 P.M., Local Time, July 30, 2007**, and at that time will be publicly opened and read in the Missouri Department of Transportation General Services Building located at 3901 E 32<sup>nd</sup> St., Joplin, MO 64804.

**Bids** are being requested to establish a **UNIT DELIVERED PRICE PER CUYD**. The Bid is to be returned in an envelope plainly marked **Concrete**.

The date specified for the receiving of bids is a firm deadline and all **bids** must be received at the designated office by that time. The Department does not recognize the U.S. Mail, United Parcel Service, Air Express, or any other organization, as its agent for purposes of accepting proposals. Any proposals arriving at the designated office after the deadline specified will not be considered. **Mix designs** must be on file in the General Services Procurement Office before ordering begins to the concrete suppliers.

Awards will be made to the lowest responsible bidder for each group that is in reasonable distance from the work site or building to be determined by MoDOT, and provided the prices are acceptable to the District Engineer. In the event of **tie low bids** the Missouri Department of Transportation reserves the right to establish the method to be used in determining the award.

On all bid documents, the bidder must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State.

**CERTIFICATE OF GOOD STANDING** - All suppliers must be in compliance with the laws regarding conducting business in the State of Missouri. Within 10 business days of notification, the Bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date that this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected.

**RsMO 34.040.6 COMPLIANCE** – The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure they are in good standing with the Missouri department of Revenue. Prior to award, MoDOT will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6. If necessary a "Certificate of No Tax Due" may be requested of the successful Bidder. If a certificate is requested, the Bidder's inability to provide this documentation within a reasonable amount of time will result in his/her bid being rejected.

All bidders should submit their coverage of Liability Insurance at the time of bid. See "Special Terms and Conditions" for coverage requirements.

The contract period will be twelve consecutive months starting August 1, 2007 and ending July 31, 2008. Suppliers will be allowed to submit updated pricing per the following schedule outlined as follows. Pricing updates will be received by the Missouri Department of Transportation for pricing upgrades on the following dates and times:

1:00 P.M. Local Time, October 31, 2007

1:00 P.M. Local Time, January 31, 2008

1:00 P.M. Local Time, April 30, 2008

Bid pricing received on July 30, 2007 will remain firm until October 31, 2007. Updated pricing received on October 31, 2007 will take effect on November 1, 2007 and remain firm until January 31, 2008. Updated pricing received on January 31, 2008 will take effect on February 1, 2008 and remain firm until April 30, 2008. Updated pricing received on April 30, 2008 will take effect on May 1, 2008 and remain firm until July 31, 2008. The suppliers will be notified by the Missouri Department of Transportation in advance of the pricing deadlines as a reminder of the opportunity of being able to submit pricing changes. If a supplier chooses not to submit pricing changes, then the previous pricing submitted will stay in effect through the current time period.

Approximate quantities of usage are estimated to be between 300 – 1000 cubic yards per month, but may or may not represent the actual quantities encountered on the job.

If delivery of concrete cannot be made at the designated delivery time by the awarded lowest bidder, then the next low bidder may be utilized.

When an order is placed, the Missouri Department of Transportation (MoDOT) will request commitment and time of delivery for that day's project. MoDOT will require confirmation of delivery within 2 hours of placing an order, for delivery for the next business day.

When the low bidder commits and does not deliver the order within one hour with no apparent breakdowns causing the delays, MoDOT reserves the right to cancel immediately and move to the next low bidder, using the fixed unit price, for the rest of the week or until the project is completed, which ever occurs first.

If the low bidder consistently abuses the one-hour commitment clause, causing the concrete crew to be shutdown for long periods of time, MoDOT reserves the right to proceed with the next low bidder for the rest of the contract period.

Each bidder shall submit with his proposal a sworn statement, executed by or on behalf of the bidder to whom a contract may be awarded, certifying that such bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such proposal or any contract which may result from its acceptance.

For bids to be considered, the attached form, identified as "**PREFERENCE IN PURCHASING PRODUCTS**" must be on file in this office and must be dated in the current calendar year. Bidders must also complete and return with their bid the form identified as "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT.**" Each bidder must complete and return with their bid the attached form identified as "**COMMUNITY RIGHT TO KNOW LAW**".

**Material furnished under this proposal may be inspected and approved before use.** Inspection of the material may be made at the point of manufacture, intermediate storage point, or at destination at the discretion of the Department.

Submit net bid as cash discount stipulations will not be considered.

Environmental fees, fuel surcharges and/or any other miscellaneous charges **WILL NOT** be accepted on any invoice. All fees must be included in your bid price.

Please see attached Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions.

The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in **writing and received at the location designated for the bid opening prior to the time specified for opening bids.** Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

The right is reserved by the Missouri Department of Transportation to reject any or all bids, and no award is final until formally approved.

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.

**MISSOURI DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_

Cathy Bay  
Procurement Supervisor

**PRICING SHEET**

**WHEN SUBMITTING A PRICE QUOTE PER A SPECIFIC COUNTY, IF DELIVERY CANNOT BE MADE THROUGHOUT THE COMPLETE COUNTY THEN IT MUST BE SO NOTED IN THE BID RESPONSE. DELIVERY LIMITATIONS MUST BE OUTLINED WHEN THE BIDDER SUBMITS THE QUOTATION. IF A BIDDER IS AWARDED A COUNTY BUT THEN DECLINES TO DELIVER IN THAT COUNTY WITHOUT PRIOR NOTIFICATION OF LIMITATIONS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION, THE MISSOURI DEPARTMENT OF TRANSPORTATION MAY UTILIZE THE SECOND LOW BIDDER FOR THAT GROUP, PER THE FULL CONTRACT PERIOD.**

**VENDOR COMMENTS:**

<b><u>GROUP 1 - BARRY COUNTY</u></b>	<b><u>Total Cost</u></b>
8 ½ Sack Mix	\$ _____ per Cu Yd
1% Calcium (8½ quarts)	\$ _____ per Cu Yd
2% Calcium (17 quarts)	\$ _____ per Cu Yd
Hot Water	\$ _____ per Cu Yd
Fiber	\$ _____ per Cu Yd
6 Sack Mix	\$ _____ per Cu Yd
Cementitious Grout for Undersealing (MoDOT Slurry)	\$ _____ per Cu Yd
Non-Chloride Accelerant	\$ _____ per Cu Yd
Short Load Charge	\$ _____

<b><u>GROUP 2 - BARTON COUNTY</u></b>	<b><u>Total Cost</u></b>
8 ½ Sack Mix	\$ _____ per Cu Yd
1% Calcium (8½ quarts)	\$ _____ per Cu Yd
2% Calcium (17 quarts)	\$ _____ per Cu Yd
Hot Water	\$ _____ per Cu Yd
Fiber	\$ _____ per Cu Yd
6 Sack Mix	\$ _____ per Cu Yd
Cementitious Grout for Undersealing (MoDOT Slurry)	\$ _____ per Cu Yd
Non-Chloride Accelerant	\$ _____ per Cu Yd
Short Load Charge	\$ _____

<b><u>GROUP 3 - BATES COUNTY</u></b>	<b><u>Total Cost</u></b>
8 ½ Sack Mix	\$ _____ per Cu Yd
1% Calcium (8½ quarts)	\$ _____ per Cu Yd
2% Calcium (17 quarts)	\$ _____ per Cu Yd
Hot Water	\$ _____ per Cu Yd
Fiber	\$ _____ per Cu Yd
6 Sack Mix	\$ _____ per Cu Yd
Cementitious Grout for Undersealing (MoDOT Slurry)	\$ _____ per Cu Yd
Non-Chloride Accelerant	\$ _____ per Cu Yd
Short Load Charge	\$ _____

**GROUP 4 - CEDAR COUNTY** **Total Cost**

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8 ½ Sack Mix	\$ _____ per Cu Yd
1% Calcium (8½ quarts)	\$ _____ per Cu Yd
2% Calcium (17 quarts)	\$ _____ per Cu Yd
Hot Water	\$ _____ per Cu Yd
Fiber	\$ _____ per Cu Yd
6 Sack Mix	\$ _____ per Cu Yd
Cementitious Grout for Undersealing (MoDOT Slurry)	\$ _____ per Cu Yd
Non-Chloride Accelerant	\$ _____ per Cu Yd
Short Load Charge	\$ _____

**GROUP 5 - DADE COUNTY** **Total Cost**

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8 ½ Sack Mix	\$ _____ per Cu Yd
1% Calcium (8½ quarts)	\$ _____ per Cu Yd
2% Calcium (17 quarts)	\$ _____ per Cu Yd
Hot Water	\$ _____ per Cu Yd
Fiber	\$ _____ per Cu Yd
6 Sack Mix	\$ _____ per Cu Yd
Cementitious Grout for Undersealing (MoDOT Slurry)	\$ _____ per Cu Yd
Non-Chloride Accelerant	\$ _____ per Cu Yd
Short Load Charge	\$ _____

**GROUP 6 - JASPER COUNTY** **Total Cost**

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8 ½ Sack Mix	\$ _____ per Cu Yd
1% Calcium (8½ quarts)	\$ _____ per Cu Yd
2% Calcium (17 quarts)	\$ _____ per Cu Yd
Hot Water	\$ _____ per Cu Yd
Fiber	\$ _____ per Cu Yd
6 Sack Mix	\$ _____ per Cu Yd
Cementitious Grout for Undersealing (MoDOT Slurry)	\$ _____ per Cu Yd
Non-Chloride Accelerant	\$ _____ per Cu Yd
Short Load Charge	\$ _____

**GROUP 7 - LAWRENCE COUNTY** **Total Cost**

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8 ½ Sack Mix	\$ _____ per Cu Yd
1% Calcium (8½ quarts)	\$ _____ per Cu Yd
2% Calcium (17 quarts)	\$ _____ per Cu Yd
Hot Water	\$ _____ per Cu Yd
Fiber	\$ _____ per Cu Yd
6 Sack Mix	\$ _____ per Cu Yd
Cementitious Grout for Undersealing (MoDOT Slurry)	\$ _____ per Cu Yd
Non-Chloride Accelerant	\$ _____ per Cu Yd
Short Load Charge	\$ _____

**GROUP 8 - MCDONALD COUNTY** **Total Cost**

8 ½ Sack Mix	\$ _____	per Cu Yd
1% Calcium (8½ quarts)	\$ _____	per Cu Yd
2% Calcium (17 quarts)	\$ _____	per Cu Yd
Hot Water	\$ _____	per Cu Yd
Fiber	\$ _____	per Cu Yd
6 Sack Mix	\$ _____	per Cu Yd
Cementitious Grout for Undersealing (MoDOT Slurry)	\$ _____	per Cu Yd
Non-Chloride Accelerant	\$ _____	per Cu Yd
Short Load Charge	\$ _____	

**GROUP 9 - NEWTON COUNTY** **Total Cost**

8 ½ Sack Mix	\$ _____	per Cu Yd
1% Calcium (8½ quarts)	\$ _____	per Cu Yd
2% Calcium (17 quarts)	\$ _____	per Cu Yd
Hot Water	\$ _____	per Cu Yd
Fiber	\$ _____	per Cu Yd
6 Sack Mix	\$ _____	per Cu Yd
Cementitious Grout for Undersealing (MoDOT Slurry)	\$ _____	per Cu Yd
Non-Chloride Accelerant	\$ _____	per Cu Yd
Short Load Charge	\$ _____	

**GROUP 10 – ST.CLAIR COUNTY** **Total Cost**

8 ½ Sack Mix	\$ _____	per Cu Yd
1% Calcium (8½ quarts)	\$ _____	per Cu Yd
2% Calcium (17 quarts)	\$ _____	per Cu Yd
Hot Water	\$ _____	per Cu Yd
Fiber	\$ _____	per Cu Yd
6 Sack Mix	\$ _____	per Cu Yd
Cementitious Grout for Undersealing (MoDOT Slurry)	\$ _____	per Cu Yd
Non-Chloride Accelerant	\$ _____	per Cu Yd
Short Load Charge	\$ _____	

**GROUP 11 - VERNON COUNTY** **Total Cost**

8 ½ Sack Mix	\$ _____	per Cu Yd
1% Calcium (8½ quarts)	\$ _____	per Cu Yd
2% Calcium (17 quarts)	\$ _____	per Cu Yd
Hot Water	\$ _____	per Cu Yd
Fiber	\$ _____	per Cu Yd
6 Sack Mix	\$ _____	per Cu Yd
Cementitious Grout for Undersealing (MoDOT Slurry)	\$ _____	per Cu Yd
Non-Chloride Accelerant	\$ _____	per Cu Yd
Short Load Charge	\$ _____	

State place of manufacturer and point that material will be available for inspection:

Material furnished under this proposal maybe be inspected and approved before use.

The undersigned, **as bidder**, understands that this project involves state funds and the bidder awarded the contract will be required to comply with the **Executive Order 94-03** of the Governor of the State of Missouri dated **January 14, 1994**. This order stipulates that there shall be no discriminatory employment practices by the contractor or his subcontractors, if any, based on **race, color, religion, creed, national origin, sex or age**. The undersigned contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

**FEDERAL I.D. NUMBER**

\_\_\_\_\_

**COMPANY** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_ **Zip Code**

**TELEPHONE NUMBER**

\_\_\_\_\_

**BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**FAX NUMBER**

\_\_\_\_\_

**DATE** \_\_\_\_\_

**NOTICE TO BIDDERS**

**"COMMUNITY RIGHT TO KNOW LAW"**

In order to implement provision of **Sections 292.600 - 292.620, RSMo.** (1985 Supp.) Relating to the Communities and employees right to information concerning "**toxic substances in the workplace**" The Missouri Department of Transportation is required to furnish "**Material Safety Data Sheets**" To local fire departments and to the Department of Health.

If the product(s) you (**the bidder**) propose to furnish in response to the attached "Invitation to Bid" contains a "toxic substance" as defined by **Section 292.600 RSMo.** (1985 Supp.) please so indicate and, if **YES**, attach a current "**Material Safety Data Sheet**".

**Yes** \_\_\_\_\_

**No** \_\_\_\_\_

**Signed** \_\_\_\_\_

**Title** \_\_\_\_\_

**Company** \_\_\_\_\_

**ANTI-COLLUSION STATEMENT**

**STATE OF** \_\_\_\_\_ )  
\_\_\_\_\_) **SS**  
**COUNTY OF** \_\_\_\_\_ )

\_\_\_\_\_ being first  
duly sworn, deposes and says that he is \_\_\_\_\_  
**Title of Person Signing**  
of \_\_\_\_\_

\_\_\_\_\_  
**Name of Bidder**

that all statements made and facts set out in the proposal for the above project are true and correct; and that the bidder (**The person, firm, association, or corporation making said bid**) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

**By** \_\_\_\_\_

**By** \_\_\_\_\_

**By** \_\_\_\_\_

**Sworn to before me this** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

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

**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.**

## PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RsMO 1986 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:

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**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 (Procurement) Division and must be dated in the current calendar year.

## MATERIAL SPECIFICATION

### Material Specification 501.15

501.15 **Commercial Mixture.** If specified in the contract that an approved commercial mixture of concrete may be used, the contractor shall notify the engineer in writing, setting out for approval the source and proportions of the mixture proposed to be furnished. The statement shall include the following:

- a) The types and sources of aggregate.
- b) Type and source of cement and other cementitious material.
- c) Scale weights (masses) of each aggregate proposed as pounds per cubic yard (kilograms per cubic meter) of concrete.
- d) Quantity of water proposed, as pounds or gallons per cubic yard (kilograms or liters per cubic meter) of concrete.
- e) Quantity of cement proposed as sacks per cubic yard (cubic meter) of concrete. If the cement is to be measured by the sack, the weight (mass) per sack shall be shown.
- f) Concrete shall include a minimum 5% air entrainment.
- g) **No fly ash will be accepted in the 8 ½ sack mix.**

The concrete shall contain not less than 565 pounds of cement per cubic yard for 6 sack and 798 pounds of cement per cubic yard for 8 and a half sack. The plant shall meet the requirements of Section 501, or as approved by the engineer. The concrete will be subject to acceptance or rejection by visual inspection at the job site.

The supplier shall furnish certification with the first truck load of each day's production of concrete that the material and mix proportions used are in accordance with the approved mixture. Upon completion of the work, plant certification shall be furnished by the supplier for the total quantity delivered.

Truck wash outs shall be at the direction of the engineer.

## UNDERSEALING PAVEMENT

**625.10.3 Composition of Mixture.** Grout for filling voids beneath the pavement shall be composed of cement, fly ash, water and, if necessary, admixtures.

**625.10.3.1** Grout shall meet the following minimum requirements:

- (a) Flow cone efflux time shall be 10 to 16 seconds, as determined in accordance with ASTM C 939.
- (b) The grout shall have a minimum design strength at minimum efflux time of 600 psi (4.1 Mpa) at seven days, determined in accordance with ASTM C 942, with the exception that storage of compressive specimens after 24 hours shall be placed in a 100 percent humidity cabinet.

**625.10.3.2** Preparation of grout for mix design purposes shall be performed in accordance with ASTM C 938 with the following exceptions:

- (a) Mixing shall be performed with a commercial type blender operating at approximately 15,000 rpms.
- (b) Molding of specimens shall be delayed by the amount of time stated in the contractor's mix design submittal.

**625.10.3.3** At least three weeks prior to the beginning of this work, the contractor shall submit the proposed mixture to the engineer. The submittal shall include the mix design, source and type of all material test results of the grout showing one-day, three-day and seven-day compressive strengths, efflux time, time of initial and final set by the Gilmore needle in accordance with ASTM C 266 and time delayed to molding specimens after mixing grout. The time delay between mixing and molding will be the maximum holding time permitted in the field. Sufficient quantities of all mixture components to permit laboratory verification of the grout properties listed herein shall accompany the mix design submittal. Approximately 10 pounds (5 kg) of Portland cement and 30 pounds (14 kg) of fly ash shall be furnished.

Following is a MoDOT approved mix design for the cementitious grout used in undersealing:

**1452 lbs of fly ash (type c) per cubic yard, 576 lbs of cement (type 1) per cubic yard and 960 lbs of water per cubic yard**

The amount of water may change in the mix design of the cementitious grout at MoDOT's discretion. Prior approval from MoDOT will be required if the supplier changes the mix design.

**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. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. 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.
- d. 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.

#### 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 contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. 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.

#### 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.
  - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
  - 2) 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

#### 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.

### **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.
- 4) Builder's Risk: Not less than the full Contract amount.

**Required Specifications**

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specifications and any other provisions outlined in the solicitation documents.

**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.

**Legal Weights**

- a. Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in **Sections 304.180 and 304.190 RSMo** are understood and will be abided by. The Department will not accept loads, which exceed legal weights.
- b. It is understood and agreed that the Missouri Department of Transportation may prohibit the use of large trucks hauling heavy loads of material over low type bituminous roads and during adverse weather conditions.

**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.

**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.