



**MISSOURI DEPARTMENT OF TRANSPORTATION**  
**INFORMAL QUOTE GUIDELINES AND DOCUMENTATION FOR PURCHASES FROM**  
**\$3,000 TO \$24,999.99**  
**THIS IS NOT AN ORDER**

**REQUEST FOR QUOTATION**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments, shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: 4/11/07	QUOTE DUE BY (DATE AND TIME): <b>APRIL 25, 2007 10:00 A.M.</b>	F.O.B. REQUIREMENTS: <b>DESTINATION</b>
TO BE COMPLETED NO LATER THAN: <b>MAY 31, 2007</b>	QUOTATION #: <b>D607-133-RW</b> THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: TERRI MOUNT 314-301-1431
Procurement Mailing Address #: MISSOURI DEPT. OF TRANSPORTATION DISTRICT 6 PROCUREMENT OFFICE 2309 BARRETT STATION RD. BALLWIN, MO. 63021	Job Location: MODOT SUNSET HILLS BLDG 1120 RAHNING RD. SUNSET HILLS, MO. 63127	
Facsimile #:314-301-1437		

**ALL QUOTATIONS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED**

DESCRIPTION (including size and/or part #'s)	
<p><b>Contractor to apply a Polyurea product per the attached specification over a MoDOT prepared Carwash Bay located in the maintenance facility located at 1120 Rahning Rd. Sunset Hills, Mo 63127.</b></p> <p><b>The application thickness over an estimated 1800 square foot area that consisting of 13 ft high walls covered with 5ft of 1/2" concrete wall board at the base and OSB over the remaining wall and ceiling surfaces that include the duct work for heat. The minimum depth of 45 dry mils will be applied to the ceiling and a minimum of 80 dry mils will be applied to the wall surfaces.</b></p> <p><b>It is suggested that the contractor visit the site prior to the submittal of the bid and these arrangements can be made by contacting Lou Folkerts at 314-713-6251 for access.</b></p> <p><b>All surface preparation will be completed prior to application by MoDOT and any addition surface preparation must be noted prior to the application to insure that it is prepared prior to application and that the warranty and desired surface appearance is achieved.</b></p> <p><b>All surfaces that include, the floor, over head door and operator, door jambs, heat vent , and electrical ruff in shall be protected from over spray as need and removed after application.</b></p> <p><b>All work must be completed and invoiced no later than May 31, 2007.</b></p> <p><b>PREVAILING WAGE TO APPLY</b></p>	
INDICATE PRODUCT BEING QUOTED:	START DATE:
TOTAL ORDER EXTENDED COST:	
VENDOR NAME:	
FEDERAL ID #	

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**VENDOR INFORMATION**

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
NO	MINORITY BUSINESS ENTERPRISE (MBE) ? YES
NO	WOMEN BUSINESS ENTERPRISE (WBE) ? YES
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES NO

**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. 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 Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 05-30 of the Governor of the State of Missouri dated September 8, 2005. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. 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.
- b. 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.
- c. 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.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services.

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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.

**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.

**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

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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 Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

**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 county(ies): St. Louis County. The Prevailing Wage Order # 13 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.

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**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 ASTM Specification # \_\_D3035SDR11 OR EQUIVALENT and any other provisions outlined in the solicitation documents.

**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.

**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 readvertised 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.

**Notice to Proceed**

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

**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 work day 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

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- 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**.
- a. It is understood and agreed that the Missouri Department of

**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.

**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 therefrom.
- 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.

## PREFERENCE IN PURCHASING PRODUCTS

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

The bidder's 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 received will be evaluated on the basis of this legislation.

**All bidders must furnish the information requested below.**

FOR CORPORATIONS:

State in which incorporated \_\_\_\_\_

FOR OTHERS:

State of domicile \_\_\_\_\_

FOR ALL BIDDERS:

List address of Missouri offices or places of business

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(MUST BE COMPLETED AND SIGNED)

**FIRM NAME:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

**CITY:**

**STATE:**

**ZIP:**

\_\_\_\_\_

**BY:**

\_\_\_\_\_

**NOTE: For bid to be considered, the attachment entitled "Preference in Purchasing Products" must be on file in this office and must be dated in the current calendar year.**

## Job Special Provisions

# POLYUREA SYSTEM

## PART 1 – GENERAL

This guide discusses the application of a seamless sprayed – in – place polyurea protective coating for use as a waterproofing agent in a MoDOT car wash located at the Sunset Hill Maintenance Facility located at 1120 Rahning Rd. Sunset Hills, Mo 63127

### 1.01 SCOPE OF WORK

- A. Furnish all labor, materials, tools and equipment necessary for the application of Polyurea coatings including accessory items, subject to the general provisions of the contract and in accordance with specifications and details per this document.
- B. All surface areas not to be sprayed with polyurea will be masked off and protected.
- C. Polyurea to be sprayed to the walls and the ceiling coming out onto the concrete floor a minimum of six (6) inches according to below specifications.
- D. A minimum of 45 dry mils will be applied to the ceiling and a minimum of 80 dry mils will be applied to the wall surfaces.
- E. All prep work as in seam preparation, screw heads etc will be completed by MoDOT leaving job site ready for spray application.

### 1.02 QUALITY ASSURANCE

- A. Contractors Qualifications: The proposed contractor should provide information concerning projects similar in nature to the one proposed. All work to be completed by a manufacturer approved installer.
- B. Manufacturers Qualifications: Manufacturer will furnish upon request, certification that the material meets the physical properties stated in this specification. References, sufficient project lists, warranties and code approvals shall be provided upon request.
- C. Inspections: Polyurea to be monitored and inspected during the installation of the material by MoDOT personnel.

### 1.03 SUBMITTALS

- A. Product Data Specification sheets to be submitted if not using ERSystems Polyurea. If an alternate is submitted as an equal, MoDOT must receive the alternate product at the time of the bid submittal for review.

### 1.04 PRODUCT DELIVERY, STORAGE, & HANDLING

- A. Deliver material in original, unopened packages and containers.
- B. Containers to be labeled with manufacturer's name, product name, description, & identification.
- C. Store materials in a dry area above 40 degrees F, and protected from water and direct sunlight.
- D. Any materials damaged in handling or storage must not be used.
- E. Deliver MSDS for each product specified. Consult MSDS and Product Data Specification for each product used before beginning work.

### 1.05 JOB & ENVIRONMENTAL CONDITIONS (CAUTIONS AND WARNINGS)

- A. The polyurea application shall not proceed during periods of inclement weather. Do not apply the polyurea if the surface substrate is less than 5 degrees F above the dew point or if wind conditions exceed 25 MPH.
- B. Mechanical units (blowers HVAC) should be prevented from distributing chemical solvent fumes into the building.
- C. Protect surfaces of unrelated areas from coatings overspray.
- D. Application shall proceed to dry, clean surfaces only!
- E. Sufficient safety lines and belts shall be provided and used according to OSHA requirements.

#### 1.06 SAFETY

- A. Safety regulations as noted in OSHA Standards shall be followed.
- B. All personnel shall be trained on hazards associated with the materials being used. Protective clothing, eye and face protection, and respiratory protective equipment all must be available and used.

### PART 2 PRODUCTS

#### 2.01 GENERAL

- A. The components of the polyurea coating system are to be products of ERSystems 6900 Bleck Dr., Rockford, MN 55373, or product(s) approved by MoDOT as compatible, or an approved equal.

### PART 3 – APPLICATION

- A. Concrete shall be clean, dry, and free of loose debris, old coating, etc Oil, Grease and other contaminants.
- B. Wood plywood shall be exterior grade of not less than ½ inch thickness.
- C. Plywood shall contain not more than 18% water by weight (ASTM D-4444-84)
- D. Plywood joints approximately ¼ inch shall be caulked and or taped as necessary.

### PROTECTION AND CLEAN-UP

#### PROTECTION

- A. The surfaces to be coated and components must be protected from all other Trades at the job site.
- B. All damage to the approved system installed must be repaired to comply with the products specifications prior to final inspection. The cost of all related repairs will be borne by the trades and/or subcontractors.

#### CLEAN-UP

- A. Site clean-up is the responsibility of the contractor.
- B. All debris, containers, materials, equipment, and protection materials must be removed from the premises and properly disposed of. All work and storage areas must be in an undamaged and acceptable condition upon completion of clean-up.

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# Aluminized Aromatic Polyurea

## Product Data Specification

### Typical Physical Properties

Solids by weight and volume	100
Mix ratio by volume	1:1
Viscosity Component A @ 75°F	300 cps
Component B	280 cps
Dry time to touch	10 seconds – 10 minutes
Theoretical coverage (1 mil thick)	1600 sq. ft./gal.
Tensile strength @ 75°F	2600 psi
Elongation @ 75°F	390%
Hardness shore D	49
Practical coverage @ 50 mils	3 gal./100 sq. ft.
Water absorption	3% @ 75°F, 30 days

\*This data reflects the performance of these foams by a laboratory scale burning test and the results are not to be considered or used as a fire hazard classification and are not intended to reflect hazards presented by this or any other material under actual fire conditions.

### Description

Aluminized Aromatic Polyurea is a 100% solids polyurethane-urea hybrid coating. Aluminized Aromatic Polyurea is an aromatic coating designed to be an elastomeric protective coating for many substrates, providing excellent chemical and abrasion resistance. Aluminized Aromatic Polyurea meets all EPA emissions levels for VOC's. Aluminized Aromatic Polyurea combines the processing advantages of Polyurea with the economical performance of a polyurethane coating. Improved low temperature flexibility. Improved tensile and elongation properties. Lower sensitivity to moisture during application. Improved low temperature cure.

### Handling & Storage

Aluminized Aromatic Polyurea provides the easiest to use material on the market today. All Aluminized Aromatic Polyurea PARTS A & B should be MIXED THOROUGHLY prior to use. Store both components in tightly sealed containers and blanket with nitrogen when not in use. Aluminized Aromatic Polyurea should be STORED BETWEEN 75 & 100°F. Aluminized Aromatic Polyurea will freeze at 55°F.

### Uses

Basic uses for Aluminized Aromatic Polyurea include:

- Abrasion and chemical resistance over polyurethane foam and approved metal substrates.
- Abrasion resistance over wood and concrete.
- Waterproofing wood and foamed plastics.
- Water and chemical detergent resistance for concrete block and poured walls.

### Packaging

Available in 55-gallon sets of A and B components.

## **Application**

Mix ratio is 1 Part A to 1 Part B.

Aluminized Aromatic Polyurea's unique low viscosity formulation allows for easy spray application and eliminates the need to preheat the drums. Properly applied materials will cure to touch in 10 seconds to 10 minutes. Cure time is dependent on heat, product, substrate, ambient temperatures, and thickness of passes. Prolonged cure time in the presence of very high humidity may cause the materials to expand and reduce product performance.

Application may be by any of the conventional plural component processing machinery able to maintain 1800 psi gun pressure, and 150°F hose temperature. Call ERSystems Technical Service for details.

Aluminized Aromatic Polyurea can be built up to any thickness. A minimum of 50 mils in two passes is recommended for exterior applications.

## **Surface Preparation**

Surfaces must be clean, dry, secure and free of debris. See System Specification for details.

## **CAUTION!!!!**

**FIRST AID:** In case of contact, immediately flush eyes with running water for at least 15 minutes. Call a physician immediately. Wash affected skin area with soap and water. Remove all contaminated clothing and shoes. Wash clothing before re-use. Discard contaminated shoes. If inhaled, remove to fresh air. If not breathing give artificial respiration, preferably mouth to mouth. If breathing is difficult, oxygen may be given by qualified personnel. Call a physician immediately. If swallowed, give large amounts of water to dilute. If vomiting occurs, give more water.

**ENVIRONMENTAL HAZARD:** PMDI in Component A may cause pollution. Do not discharge into lakes, streams, ponds or public waters. For guidance, contact your regional office of the EPA.

**DISPOSAL:** Spilled material, unused contents and empty containers should be neutralized and disposed of in accordance with local, state and federal regulations.

**IN CASE OF FIRE:** Use water spray, foam or CO<sub>2</sub>. Firefighters should be equipped with self-contained breathing apparatus and turnout gear for protection against PMDI vapors and toxic decomposition products. Avoid water contamination in closed container or confined areas (CO<sub>2</sub> – evolved).

**IN CASE OF SPILLS OR LEAKS:** Wear plastic protective clothing, rubber gloves and boots, goggles and self-contained breathing apparatus. Cover spill with an inert absorbent material (sand, earth). Follow disposal instruction per industry standards or contact INFOTRAC. Do not place spilled material in closed container because reaction with moisture may cause dangerous pressure buildup.

**ATTENTION:** This container may be unsafe when emptied because of the presence of product residues (vapor, liquid or solid) therefore, all labeled precautions must be observed.

**WARNINGS:** Vapor harmful below odor threshold and should not be breathed by individuals subject to bronchial asthma. In certain susceptible individuals sensitization to vapor or mist may occur. Do not get into eyes, on skin or clothing. Keep containers closed. Wash thoroughly after handling. Wear splash goggles, rubber gloves, respiratory protection (MSHA/NIOSH), protective plastic clothing and rubber boots.

DO NOT LEAVE FOAM EXPOSED OR UNPROTECTED. Polyurethane foam or isocyanurate foam products present a serious fire hazard if used or allowed to remain exposed or unprotected. Each person, firm or corporation engaged in the manufacture, production, application, installation or use of any of these materials should carefully determine whether there is a potential fire hazard associated with such product in a specific usage and utilize all appropriate precautionary and safety measures as outlined in local, state and federal regulations.

**WARRANTY**

IMPORTANT: While the information and data contained herein are presented in good faith and believed to be reliable, they do not constitute part of our terms and conditions of sale. Nothing herein shall be deemed to constitute a warranty, expressed or implied, that said information or data are correct or that the products described are merchantable or fit for a particular purpose, or that said information, data or products can be used without infringing patents of third parties.

ERSystems' sole warranty is that the product will meet the sales specification at the time of shipment. Your exclusive remedy for breach of such warranty is limited to refund of purchase price or replacement of any product shown to be other than as warranted.