

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES PROCUREMENT
600 NE COLBERN ROAD
LEE'S SUMMIT, MO 64064**

REQUEST NO.	KC-B13-045
DATE	June 11, 2014
PAGE NO.	1
NO. OF PAGES	32

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

1:00 PM CST, June 24, 2014

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION
Submit net bid as cash discount stipulations will not be considered
Cleveland, Missouri, Route Y, Cass County

SIGN AND RETURN BEFORE TIME SET FOR OPENING.

BUYER:	Judy M. Franke, CPPB Senior Procurement Agent	BUYER TELEPHONE:	816-347-4111
		BUYER EMAIL:	Judy.Franke@modot.mo.gov

SUPPLIES OR SERVICES

To establish a contract to furnish **Drainage Improvement Services** located in **Cleveland, Missouri, Route Y, Cass County** with an effective contract period of Notice to Proceed through 30 calendar days after the notice to proceed within the Kansas City District, in accordance with the following pages.

*****NOTE:** *It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.*

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide drainage improvement services. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBES. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

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

Date: _____	Firm Name: _____
Telephone No.: _____	Address: _____
Fax No.: _____	_____
Federal I.D. No. _____	By (Signature): _____
Email Address: _____	Type/Print Name _____
Is your firm MBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No	Title: _____
Is your firm WBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No	

ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX

Bidders have the option to accept the provision for Asphalt Cement Price Index as stated in **Section 2.9**. *The bidder must mark the box below if they choose to accept the provision.* No price adjustments will be made, due to asphalt price changes, for bidders who do not accept this provision.

Asphalt Cement

Signature: _____

Title: _____

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **Drainage Improvement Services** located in **Cleveland, Missouri, Route Y, Cass County** with an effective contract period of Notice to Proceed through 30 calendar days after the execution of the notice to proceed to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 1:00 p.m. CDT/or CDST, June 24, 2014.**

RFB COORDINATOR:

Judy M. Franke, CPPB, Sr. Procurement Agent
Missouri Department of Transportation, General Services
2050 Independence Ave (physical address, zip 64064)
600 NE Colbern Road (mailing address, zip 64086)
Lee's Summit, MO 64086

PHONE: 816-347-4111

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Drainage Improvement Services as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Specifications **(7) SEVEN Plan Sheets**
 - 5) Pricing Page(s)
 - 6) Vendor Information and Preference Certification Form
 - 7) Signature and Identity of Bidder
 - 8) Anti-Collusion Statement
 - 9) Annual Worker Eligibility Verification Affidavit
 - 10) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide **drainage improvement services** for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT estimates, but does not guarantee, the purchase of the estimated quantities stated herein.
- 2.1.4 MoDOT reserves the right to obtain “like or similar” deliverables/services as specified herein from other contractors, exclusive of the contract, when use of such deliverables/services is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.6 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.
- 2.1.7 This work is to be performed under the general supervision and direction of 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.
- 2.1.8 A "Notice to Proceed" will be issued by MoDOT specifying the date or dates that the Contractor can begin the services and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with drainage improvement services in accordance with the following. The Federal Government is not participating in the cost of construction of this project.

2.3 General - State:

- 2.3.1 This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The current State Wage Rates “**General Wage Order No. 57**” can be found on the Missouri Department of Transportation web page at www.modot.org under "Bidding" for the applicable bid opening (**see link below**). This supplemental bidding document has important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

State Wage Rates: http://www.modot.org/business/contractor_resources/OpenLetting.shtml

- 2.3.2 The following documents are available on the Missouri Department of Transportation web page at www.modot.org under "Business"; “Standards and Specifications”; “Standard Plans for Highway Construction”;

“Current Effective Standard Plans”. The effective version shall be determined by the letting date of the project (see link below).

General Provisions & Supplemental Specifications

Supplemental Plans to October 2009 Missouri Std. Plans
For Highway Construction

http://www.modot.org/business/standards_and_specs/currentstandardplans.htm

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

2.4 Work Zone Traffic Management Plan:

2.4.1 **Description.** Work zone traffic management shall be in accordance with applicable portions of **Division 100 and Division 600** of the **2011 Missouri Standard Specifications for Highway Construction** specifications, and specifically as follows.

2011 Missouri Standard Specifications for Highway Construction: http://epg.modot.org/index.php?title=Main_Page

2.4.2 **Traffic Management Schedule.** Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

- a. The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.
- b. The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.
- c. In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

2.4.3 **Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.

2.4.4 **Traffic Delay.** The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

2.4.5 **Traffic Safety.**

2.4.5.1 Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

2.4.5.2 When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, the contractor shall deploy a means of providing advance warning of

the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided highways and no less than 500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on undivided highways.

2.4.6 Work Hour Restrictions.

2.4.6.1 There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

2.4.6.2 The contractor shall not perform any construction operation on the roadbed during restricted periods, holiday periods or other special events specified in the contract documents.

2.4.7 **Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

2.5 Project Contact for Contractor / Bidder Questions:

2.5.1 All questions concerning this project during the bidding process shall be forwarded to the project contact listed below.

Jeff Hardy, P.E., District Design Engineer
 District 4
 600 NE Colbern Road,
 Lee's Summit, MO 64086
 Telephone Number: (816) 607-2266
 Email: Jeffrey.Hardy@modot.mo.gov

2.6 Fertilizing, Seeding and Mulching

2.6.1 In accordance with of the **2011 Missouri Standard Specifications for Highway Construction Section 801, 802 and 805**, the following shall be applied at the rate specified:

2011 Missouri Standard Specifications for Highway Construction: http://epg.modot.org/index.php?title=Main_Page

<u>Warm Season Seeding Mixture</u> (all locations)	<u>lbs. Pure Live Seed / Acre</u>
Little Bluestem	6 lbs. / acre
Sideoats Grama	6 lbs. / acre
Canada or Virginia Rye	2 lbs. / acre
Prairie or Tall Dropseed	1 lbs. / acre
Annual Ryegrass	15 lbs. / acre
Oats	20 lbs. / acre
Perennial Rye	15 lbs. / acre
White Clover	5 lbs. / acre
Red Fescue	25 lbs. / acre
Tall Fescue	25 lbs. / acre
 Total	 120 lbs. / acre

2.6.2 In accordance with **Section 801** of the 2011 Missouri Standard Specifications for Highway Construction, the Contractor shall apply the following to the appropriate areas at the rates specified of application of soil neutralization and commercial fertilizer for this project.

<u>Item</u>	<u>Warm Season Rate</u>
Nitrogen	80 lbs. / acre
Phosphorous	80 lbs. / acre
Potash	80 lbs. / acre
Mulch	Type 4

2.6.3 All of the disturbed areas throughout the project limits shall be fertilized, seeded, and mulched and as directed by the engineer. Vegetative mulch shall be secured from movement by mulch overspray.

2.6.4 **Basis of Payment.** All accepted work and materials for seeding, fertilizing and mulching shall be considered included in and completely paid for by the contract unit price for Item No 12 (805-20.00A) Seeding – Warm Season Mixtures.

2.7 Time for Completion of the Work:

2.7.1 **Description.** Completion of this contract shall be in accordance with **Sec 108.7** of the 2011 Missouri Standard Specifications for Highway Construction and will be administered on both a calendar date completion basis and by calendar days completion basis.

2.7.2 Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of **Sec 108.7**.

Completion Date: 30 calendar days after the Notice to Proceed is issued.

2011 Missouri Standard Specifications for Highway Construction: http://epg.modot.org/index.php?title=Main_Page

2.7.3 In addition, calendar days for the completion of this contract have been established. The count of calendar days will start on the date the contractor starts any construction operations. All work shall be completed within the calendar days specified below. Completion of the work by calendar days shall be in accordance with the requirements of **Sec 108.7**.

Calendar Days: 30

2.7.4 Should the contractor fail to complete the work within the above specified calendar days or the completion date, whichever occurs first, a deduction of the amount shown below will be made for each day that the contract remains uncompleted in accordance with the requirements of **Sec 108.8**. These damages are in addition to any other damages as specified elsewhere in this contract.

Liquidated Damages per Day: \$100

2.8 Utilities:

2.8.1 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

Utility Company	Known Required Adjustment
Brian Cornish CenturyLink 5454 West 110th Street Overland Park, KS 66211 (913) 345-7524	No

2.8.2 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

2.8.3 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor’s coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor’s sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in **Section 105.7.3**. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, it’s subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

2.8.4 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or it’s subcontractor’s operation.

2.8.5 It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<http://www.modot.mo.gov/asp/intentToWork.shtml>

2.8.6 The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

2.9 Supplemental Revisions JSP-09-01J:

2.9.1 **109.15 Seal Coat Price Index.** Adjustments will be made to the payments due the contractor for Seal Coat placed in accordance with 2011 Missouri Standard Specifications for Highway Construction **Section 409** when the quantity exceeds 50,000 square yards for an individual project or any number of projects in the contract combination. Adjustments will be calculated in accordance with Asphalt Cement Price Index of the General Provisions, except as defined herein.

2011 Missouri Standard Specifications for Highway Construction: http://epg.modot.org/index.php?title=Main_Page

2.9.1.1 **Basis of Payment.** To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = B \times (2.01/2000) \times (D - E)$$

Where: A = adjustment for Seal Coat placed during the index period
 B = square yards of seal coat placed during the index period
 D = average index price at the beginning of the period
 E = average index price at the time of bid

2.9.1.2 **Optional.** This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid for the Asphalt Cement Price Index. Acceptance of this provision will apply to both the Asphalt Cement Price Index and Seal Coat Price Index. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index or Seal Coat Price Index.

2.9.2 **Asphalt Underseal Price Index.** Adjustments will be made to the payments due the contractor for Asphalt underseal placed in accordance with **Section 625** of the Standard Specifications when the quantity exceeds 10,000 gallons for an individual project or any number of projects in the contract combination. Adjustments will be calculated in accordance with Asphalt Cement Price Index of the General Provisions, except as defined herein.

2.9.2.1 **Basis of Payment.** To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = B \times (8.66/2000) \times (D - E)$$

Where: A = adjustment for asphalt underseal placed during the index period
 B = gallons of asphalt underseal placed during the index period
 D = average index price at the beginning of the period
 E = average index price at the time of bid
 (use average specific gravity of 1.04 for underseal)

2.9.2.2 **Optional.** This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid for the Seal Coat Price Index. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Seal Coat Price Index.

2.9.3 **Polymer Modified Emulsion Membrane Price Index.** Adjustments will be made to the payments due the contractor for Polymer Modified Emulsion Membrane placed in accordance with **Sec 413.30** when the quantity exceeds 5,000 square yards. Adjustment will be calculated in accordance with the Supplemental Asphalt Price Adjustment except as defined herein.

2.9.3.1 **Basis of Payment.** To determine the adjustment for any material specified in this provision the following formula will be used.

$$A=B \times (1.20/2000) \times (D - E)$$

Where: A = adjustment for membrane placed during the index period
 B = square yards of membrane placed during the index period
 D = average index price at the beginning of the period
 E = average index price at time of bid

2.9.3.2 **Optional.** This provision is optional. If the bidder wishes to be bound by the provision, the bidder shall execute the acceptance form in the Bid for Polymer Modified Emulsion Membrane Price Index. Failure by the bidder to execute the acceptance form will be interpreted to mean election not to participate in the Polymer Modified Emulsion Membrane Price Index.

2.9.4 **Description.** This work shall consist of preparing and treating an existing bituminous or concrete surface with bituminous material, in accordance with these specifications.

2.9.5 **Material.** All material shall be in accordance with **Division 1000**, Material Details, and specifically as follows:

Item	Section
Emulsified Asphalt or PG Liquid Asphalt	1015

2.9.6 **Equipment.** The contractor shall provide a system for heating and applying the bituminous material. The system shall be designed, equipped, maintained and operated such that emulsified asphalt or liquid asphalt, at even heat, may be applied uniformly on variable widths of surface up to 15 feet with uniform pressure and an allowable variation from any specified rate of ± 0.01 gallon per square yard. The system shall include a calibrated tank and a thermometer for measuring temperature of tank contents. The system shall be equipped with instrumentation that continuously verifies application rates. The calibration of the system shall be approved by the engineer prior to use, and the contractor shall furnish all equipment, material and assistance if calibration is required.

2.9.7 **Construction Requirements.**

2.9.7.1 **Preparation of Surface.** The existing surface shall be free of all dust, loose material, grease or other foreign material at the time the tack is applied. Any excess bituminous surface mixture or bituminous joint material will be removed by MoDOT without cost to the contractor before the tack is applied.

2.9.7.2 **Application.** Asphalt emulsion or PG liquid asphalt shall be applied uniformly with a pressure distributor at the minimum rates indicated in the following table. No dilution of the emulsified asphalt material shall be allowed. The tack coat material shall be heated at the time of application to a temperature in accordance with **Sec 1015**. The tack coat shall be properly cured and the tacked surface shall be clean of all dirt before the next course is placed.

Tack Coat Application Rates	
Surface Type	Minimum Application Rate (gal/sq yd)
New Asphalt Pavement	0.05
Existing Asphalt or Concrete Pavement	0.08

2.9.7.3 **Tack.** The tack coat shall be applied in such a manner as to cause the least inconvenience to traffic and to permit one-way traffic without tracking of asphalt emulsion. All exposed tack coat shall be covered with bituminous mixture prior to opening to traffic.

2.9.8 **Method of Measurement.** Measurement of asphalt emulsion to the nearest 10 gallons will be made in accordance with **Sec 1015**.

2.9.9 **Basis of Payment.** The accepted quantity of tack coat will be paid for at the contract unit price.

2.9.10 **Polymer Modified Asphalt Emulsion – Seal Coat.** Bituminous material for polymer modified asphalt shall be in accordance with the following:

Polymer Modified Asphalt Emulsion				
Test ^a	CRS-2P		EA-90P	
	Min	Max	Min	Max
Viscosity, SSF @ 50 C	100	400	100	400
Storage Stability Test ^b , 24 hour, percent	----	1	----	1
Classification Test	Pass	----	----	----
Particle Charge Test	Positive	----	----	----
Sieve Test, percent	----	0.3	----	0.3
Demulsibility, 0.02 N CaCl ₂ , percent	----	----	30	----
Distillation:				
Oil distillate by volume of emulsion, percent	----	3	----	3
Residue from distillation ^c , percent	65	----	65	----
Tests on Residue from Distillation:				
Penetration, 25 C, 100 g, 5 sec	100	200	100	200
Ductility, 4 C, 5 cm/minute, cm	30	----	25	----
Ash ^d , percent	----	1	----	1
Float Test at 60 C, sec	----	----	1200	----
Elastic Recovery ^e , percent	58	----	58	----

^aAll tests shall be performed in accordance with AASHTO T 59 except as noted.

^bIn addition to AASHTO T 59, upon examination of the test cylinder, and after standing undisturbed for 24 hours, the surface shall show no appreciable white, milky colored substance and shall be a homogeneous brown color throughout.

^cAASHTO T 59 shall be modified to maintain a 399 F ± 10 F maximum temperature for 15 minutes.

^dPercent ash shall be determined in accordance with AASHTO T 111, *Ash in Bituminous Material*.

^eElastic recovery shall be determined as follows. Condition the ductilometer and samples to be treated at 50 F. Prepare the brass plate, mold and briquet specimen in accordance with AASHTO T 51. Keep the specimen at the specified test temperature of 50 F for 85 to 95 minutes. Immediately after conditioning, place the specimen in the ductilometer and proceed to elongate the sample to 20 cm at a rate of pull of 5 cm/min. After the 20 cm elongation has been reached, stop the ductilometer and hold the sample in the elongated position for 5 minutes. After 5 minutes, clip the sample approximately in half by means of scissors or other suitable cutting devices. Let the sample remain in the ductilometer in an undisturbed condition for one hour. At the end of this time period, retract the half sample specimen until the two broken ends touch. At this point note the elongation (x) in cm. Calculate the percent recovery by the following formula:

$$\% \text{ Recovery} = \frac{20 - X}{20} \times 100$$

Polymer Modified Asphalt Emulsion		
Test ^a	CHFRS-2P	
	Min.	Max.
Viscosity, SFS @ 50 C	100	400
Storage Stability Test, 24 hour, percent	---	1.0

Demulsibility, 35 ml 0.8% dioctyl sodium sulfosuccinate, percent	60	---
Sieve Test, percent	---	0.1 0
Particle Charge Test	Positive	
Distillation ^b		
Oil Distillate, by volume of emulsion, percent	---	0.5
Residue from distillation, percent	65	---
Tests on Residue from Distillation:		
Polymer content, weight, percent (solids based)	3.0 54	---
Softening Point, C	1800	---
Float test at 60 C, s	80	130
Penetration, 25 C, 100 g, 5 s	1300	---
Viscosity @ 60 C, Poise	95	---
Solubility in Trichloroethylene, percent	65	---
Elastic Recovery ^c @ 10 C, percent		

^aAll tests shall be performed in accordance with AASHTO T-59 except as noted.

^bAASHTO T59 shall be modified to maintain a 177 ± 5 C maximum temperature to be held for 20 minutes. Complete the total distillation in 60 ± 5 minutes from the first application of heat.

^cElastic recovery shall be determined as follows. Condition the ductilometer and samples to be treated at 10 C.

Prepare the brass plate, mold, and briquet specimen in accordance with AASHTO T 51. Keep the specimen at the specified test temperature of 10 C for 85 to 95 minutes. Immediately after conditioning, place the specimen in the ductilometer and proceed to elongate the sample to 20 cm at a rate of pull of 5 cm/min. After the 20 cm elongation has been reached, stop the ductilometer and hold the sample in the elongated position for 5 minutes. After the 5 minutes, clip the sample approximately in half by means of scissors or other suitable cutting devices. Let the sample remain in the ductilometer in an undisturbed condition for one hour. At the end of this time period, retract the half sample specimen until the two broken ends touch. At this point note the elongation recovery (X) in cm. Calculate the percent recovery by the following formula:

$$\% \text{ Recovery} = \frac{20 - X}{20} \times 100$$

2.9.10.1 **Polymer Modified Asphalt Emulsion – Tack Coat.** Bituminous material for polymer modified asphalt shall be in accordance with the following:

Slow Setting Polymer Modified Asphalt Emulsion ^a					
		SS-1HP		CSS-1HP	
Test on Emulsion	Method	Min	Max	Min	Max
Viscosity, Saybolt Furol @ 25°C (77°F), s	AASHTO T 59	20	100	20	100
Particle Charge Test		Negative		Positive	
Storage Stability Test ^b , 24 hr, percent	AASHTO T 59	--	1	--	1
Sieve Test, percent	AASHTO T 59	--	0.50	--	0.50
Residue by Distillation ^c , percent	AASHTO T 59	57		57	
Oil Distillate by Distillation, percent	AASHTO T 59	--	--	--	--
Test on Residue from Distillation					
Penetration 25°C, 100 g, 5 s	AASHTO T 49	40	90	40	90

Elastic Recovery ^d , 20 cm, 5 cm/min, 60 min, %	AASHTO T 301	30	--	30	--
Solubility in Trichloroethylene ^e , %	AASHTO T 44	97.5	--	97.5	--

^aThe emulsified asphalt shall be in accordance with **Section 1015.20.5** of the 2011 Missouri Standard Specifications for Highway Construction, except as indicated above, and shall be modified with a styrene-butadiene diblock or triblock copolymer or a styrene butadiene rubber.

^bIn addition to AASHTO T 59, upon examination of the test cylinder, and after standing undisturbed for 24 hours, the surface shall show no appreciable white, milky colored substance and shall be homogeneous brown color throughout. The storage stability test may be waved provided the asphalt emulsion storage tank at the project site has adequate provisions for circulating the entire contents of the tank, provided satisfactory field results are obtained.

^c AASHTO T 59 shall be modified to use a lower distillation temperature of 177° C (350° F).

^d AASHTO T 301 shall be modified to allow the residue to be obtained from distillation as long as the distillation temperature is modified as stated above. The test on residue shall be conducted at a temperature of 10° C (50° F).

^e In lieu of performing AASHTO T 44, AASHTO T 111, Ash in Bituminous Material, may be performed with a maximum allowable percent ash of 1.0 percent.

2.10 Contract/Purchase Order:

2.10.1 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

2.11 Invoicing and Payment Requirements:

- 2.11.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.11.2 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.
- 2.11.3 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's [Vendor Payment Website](#) to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.
- 2.11.4 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.11.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.11.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.11.7 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.
- 2.11.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.
- 2.11.9 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 as part of the contracting process.

2.12 Other Contractual Requirements:

2.12.1 Contract Period - The contract shall commence from the date of Notice to Proceed through 30 calendar days after issuing the Notice to Proceed.

2.12.2 Inspection and Acceptance: MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

- 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.

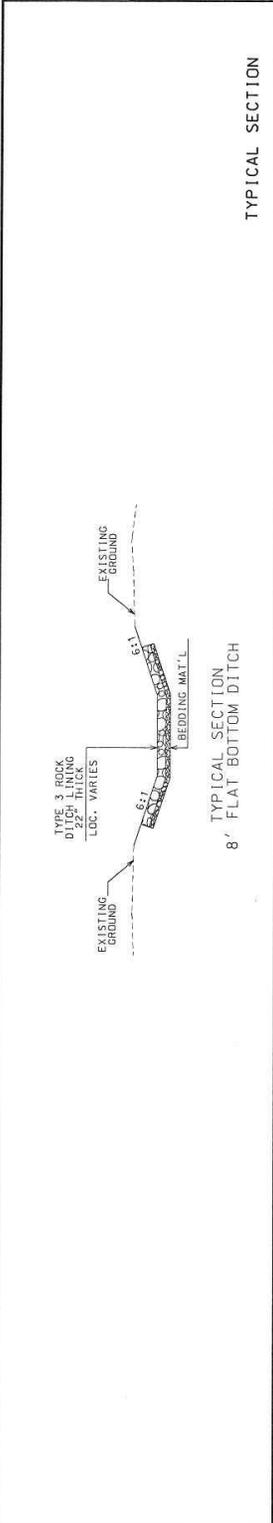
2.12.3 Insurance Requirements:

- a. The bidder is directed to the "**Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**" attached to the bid documents, regarding the amount and types of insurance certificates required to be submitted by the contractor.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “**KC-B13-045 DRAINAGE IMPROVEMENT SERVICES**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and 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 date and time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
 - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
 - c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.1.5 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 3.1.6 Cost Determination: The low bid shall be determined by adding all of the prices on the **pricing pages** for the original contract period.
- 3.1.7 Contract Award: The contract will be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid/quote/proposal will be made on an “All or Nothing” basis using the “lowest and best” principle of award.
 - b. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.



TYPICAL SECTION

STA.	STA. LOCATION	CLASS A EXCAVATION C.Y.	EXCESS C.Y.	REMARKS
0+00	2+74+28	984	354	
PAY TOTAL		984	354	

MOBILIZATION	
PAY TOTAL	= 1 LUMP SUM

CONTRACTOR FURNISHED SURVEYING AND STAKING
 PAY TOTAL = 1 LUMP SUM

STA.	STA. LOCATION	REMOVAL FENCING R.E. Y REL.	REMARKS
29+48.96	30+33.73		
PAY TOTAL		= 1 LUMP SUM	

STA.	STA. LOCATION	FURNISHING/PLACING/BEDDING MATERIAL C.Y.	REMARKS
0+00	0+35	62	23
PAY TOTAL		62	23

STA.	STA. LOCATION	TEMPORARY EROSION CONTROL DITCH CHECK EACH	SEDIMENT REMOVAL CY	REMARKS
1+95		1	1	
PAY TOTAL		1	1	

STA.	STA. LOCATION	WARM SEASON MIXTURES ACRES	EROSION BLANKET SY	REMARKS
20+415	21+510	0.27	265	
21+644	24+051	0.33		
24+872	25+184	0.91		
PAY TOTAL		2.0	265	

STATION	SIZE	AREA SQ. FT.	QTY	TOTAL AREA	DESCRIPTION	ITEM NUMBER	TOTAL QTY
0020-1	48x48	2	32		EROSION CONTROL	8101009	
0021-5b	48x48	2	32		EROSION CONTROL	8101009	
0020-3dP	36x24	6	6		EROSION CONTROL	8101009	
0021-1	36x48	12	12		EROSION CONTROL	8101009	
CONSTRUCTION SIGNS TOTAL				82			

TEMPORARY TRAFFIC CONTROL

ITEM NUMBER	DESCRIPTION	TOTAL QTY
8101009	EROSION CONTROL	15
8101009	CHANNEL/LEER (TRIM LINE)	15

STA.	STA. LOCATION	GROUP C PIPE AND FLARED END SECTIONS DITCH	REMARKS
0+00	2+74+28	20	2
PAY TOTAL		20	2

STA.	STA. LOCATION	3-STRAND BARBED WIRE FENCE R.E. Y REL.	REMARKS
29+48.96	30+33.73	85	85
PAY TOTAL		85	

Coordinate Point Listing Missouri Coordinate System of 1983

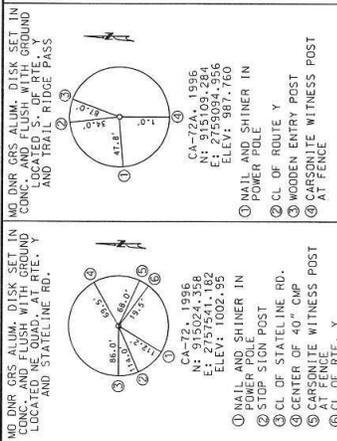
Reciprocal Average Grid Factor: 1.00010061

PROJECT COORDINATES

SHEET NO.	STATION	LOCATION	OFFSET	NORTHING (FEET)	EASTING (FEET)	DESCRIPTION
2	9+00.00	DITCH	0.00	915035.2030	2760445.5999	PT. DITCH
2	9+00.00	DITCH	0.00	914813.8533	2760352.2700	PT. PC DITCH
2	2+55.64	DITCH	0.00	914760.5723	2760365.3650	PT. DITCH
2	2+74.28	DITCH	0.00	915245.5083	2757458.0130	PT. DITCH (END PT.)
2	0+00.00	ROUTE Y	0.00	915035.7724	2760841.5889	PT. 19 (BEG. PT.)
2	33+90.00	ROUTE Y	0.00	914939.1550	2762219.2385	PT. 20
2	47+71.10	ROUTE Y	0.00	914916.7580	2762601.5320	PT. 21
2	51+54.00	ROUTE Y	0.00	914843.3126	2763745.3760	PT. 22 (END PT.)
2	63+00.20	ROUTE Y	0.00			

1 Ground Distance

NOTE : The reciprocal of the average grid factor is used as a multiplier from state plane distance to ground distance.



COORDINATE POINT AND
REFERENCE POINT SHEET
SHEET 1 OF 1

STATE OF MISSOURI
DEPARTMENT OF HIGHWAYS
DIVISION OF HIGHWAY DESIGN
DESIGN NUMBER
PROJECT NO.
SHEET NO.

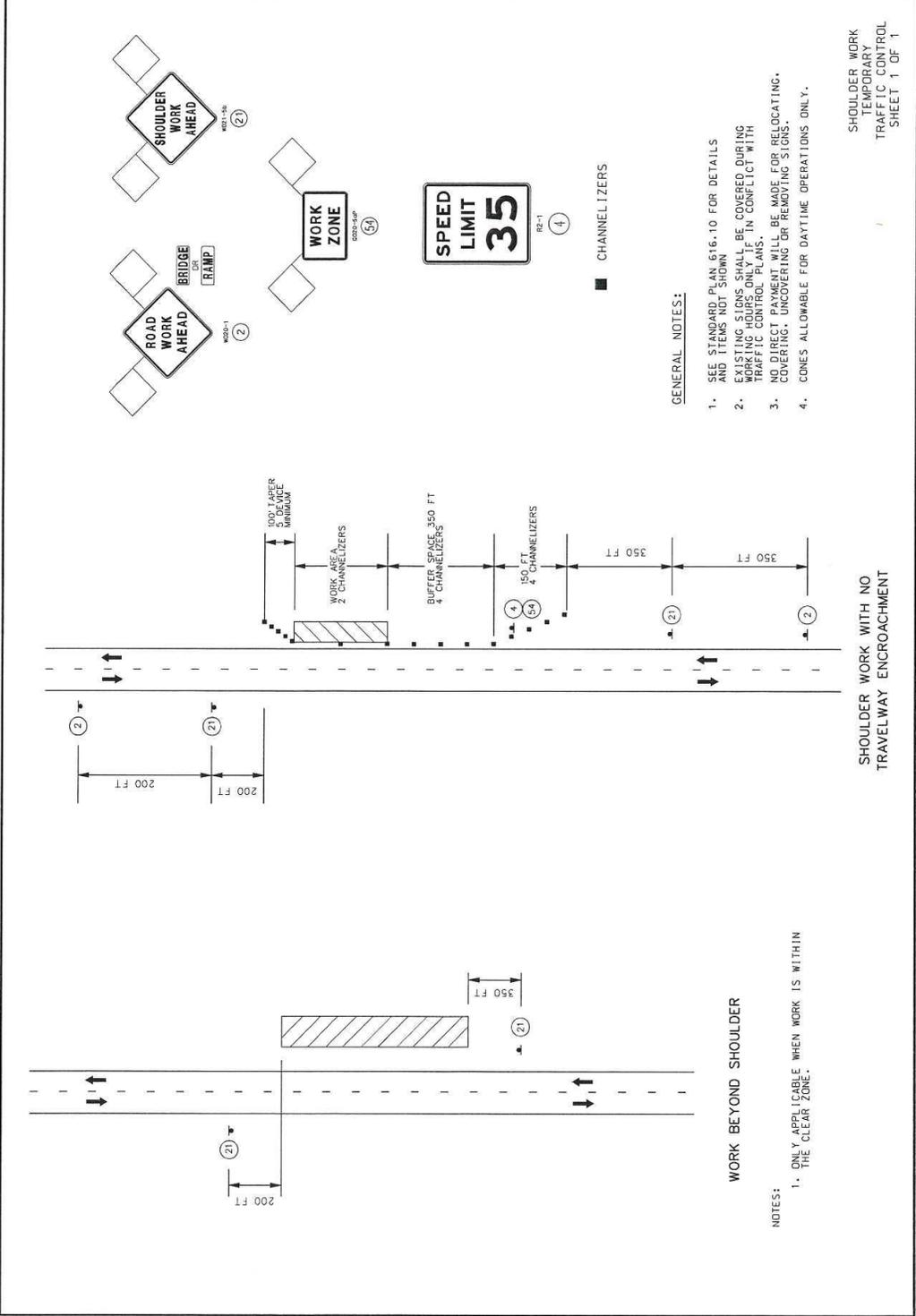
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

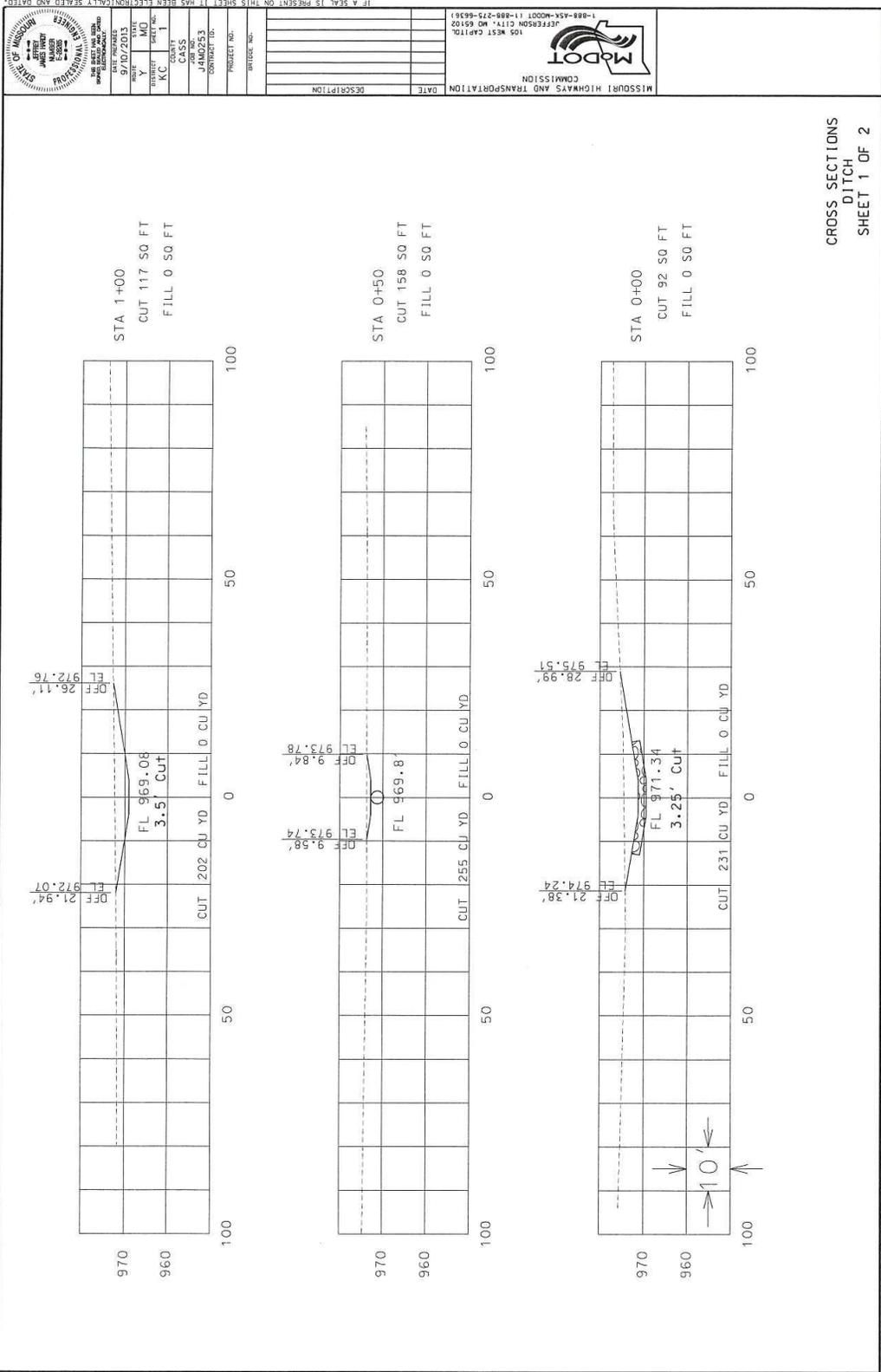
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-454-MDOT (1-888-272-6632)

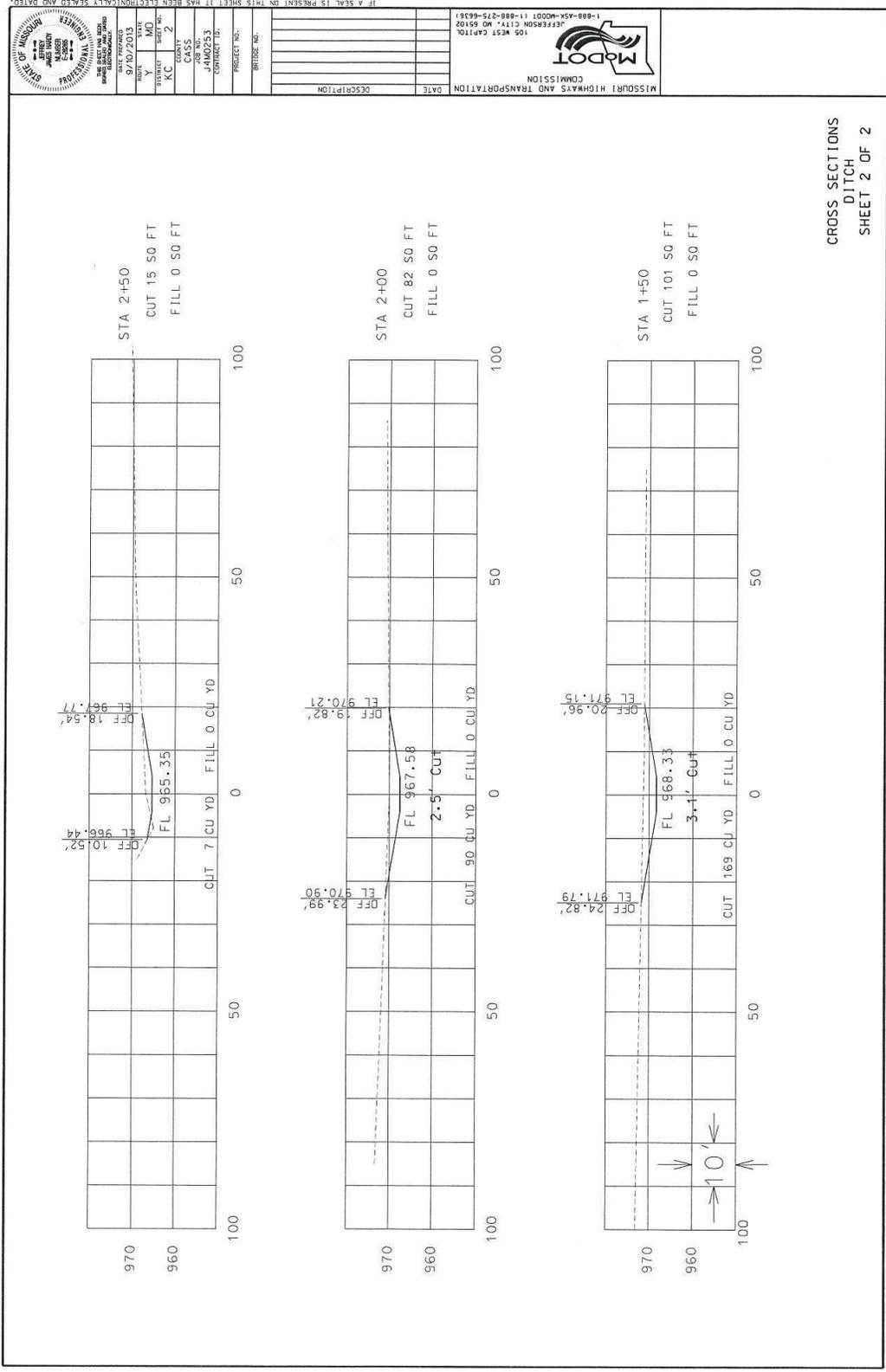
COUNTY
JOB NO.
CONTRACT NO.
PROJECT NO.
SHEET NO.

DATE _____ DESCRIPTION _____

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.







5. PRICING PAGE

5.1 The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. ***All costs*** associated with providing the required deliverables/services shall be included in the prices stated below. Sign where indicated below and return with all required solicitation documents.

ITEM NO	PAY ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENSION COST
1	202-20.10	REMOVAL OF IMPROVEMENTS	LS	1		
2	203-10.00	CLASS A EXCAVATION	CY	954		
3	607-10.99	3-STRAND BARBED WIRE FENCE	LF	85		
4	609-60.30A	FURNISHING TYPE 3 ROCK DITCH LINER	CY	62		
5	609-60.43	PLACING TYPE 3 ROCK DITCH LINER	CY	62		
6	609-60.50	BEDDING MATERIAL	CY	23		
7	616-10.05	CONSTRUCTION SIGNS	SF	82		
8	618-10.00	MOBILIZATION	LS	1		
9	627-40.00	CONTRACTOR FURNISHED SURVEYING & STAKING	LS	1		
10	725-04.36	GROUP C PIPE	LF	20		
11	732-08.36A	GROUP C FES	EA	2		
12	805-20.00A	SEEDING - WARM SEASON MIXTURES	AC	2		
13	806-10.16	SEDIMENT REMOVAL	CY	1		
14	806-10.22	TYPE 2 DITCH CHECKS	EA	1		
15	806-41.22	TYPE 3 EROSION CONTROL BLANKET	SY	265		
TOTAL PROJECT COST:						

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

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

Preference Certification

All bidders must furnish ALL applicable information requested below

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

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

SS.

_____ 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 bid 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

My Commission Expires _____

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(For joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____, personally
Affiant name
known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who
being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly authorized,
title business name
directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[Documentation of enrollment/participation in a federal work authorization program to be attached]

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (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.

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the

solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

Insurance

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

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

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

Subcontracting

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

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/jc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

Construction Safety Program

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed

such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

Prevailing Wage

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **CASS**. The **General Wage Order # 57** is attached to the bid documents.
- c. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- d. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- e. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Permits, Licenses and Safety Issues

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

Additional Requirements

- a. 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

- b. 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 MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT 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. MoDOT 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 correct the condition within the time specified, the Department and the public will sustain damages because of such delay in correcting the condition, 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 \$100.00 per day**, for each assessable calendar day on which the condition has not been corrected, 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.

Preferences

- a. 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.**
- b. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable. 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.