### **MISSOURI DEPARTMENT OF TRANSPORTATION**



CENTRAL DISTRICT PO BOX 718 1511 MISSOURI BLVD. JEFFERSON CITY, MO 65102 **REQUEST FOR BID** BIDDING GUIDELINES AND DOCUMENTATION

SEALED BID REQUIRED

| TODAY'S DATE:                         | BID DUE BY (DATE A                                          | and Time):                                 | F.O.B. REQUIREMENTS:       |  |
|---------------------------------------|-------------------------------------------------------------|--------------------------------------------|----------------------------|--|
| JULY 29, 2013                         | AUGUST 8, 2013                                              |                                            | FOB DESTINATION            |  |
|                                       | 1:00 PM CDST                                                |                                            |                            |  |
| TO BE DELIVERED/COMPLETED:            | BID #: <b>CD-14-006</b>                                     | B                                          | BUYER: SHELDON REDEL       |  |
| WITHIN 30 DAYS FROM                   |                                                             |                                            | PHONE NUMBER: 573-751-7708 |  |
| NOTICE TO PROCEED                     | THIS QUOTATION # SHOULD BE REFERENCED ON ALL                |                                            |                            |  |
|                                       | MAILING LABELS, ENVELOPES, AND ANY OTHER<br>CORRESPONDENCE. |                                            |                            |  |
| District Mailing Address:             |                                                             | <b>Delivery</b> Location                   | <u>s:</u>                  |  |
| Missouri Department of Transportation | on                                                          |                                            |                            |  |
| Central District General Services     |                                                             | Cole County, MO                            |                            |  |
| 1511 Missouri Blvd                    |                                                             | Route 179, Between Mission Dr. and Route C |                            |  |
| Jefferson City, MO 65102              |                                                             |                                            |                            |  |

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.

| ITEM   | UM | QTY      | DESCRIPTION                                              | UNIT PRICE            | DELIVERY<br>TIME FRAME |
|--------|----|----------|----------------------------------------------------------|-----------------------|------------------------|
|        |    |          | of Transportation, Central District, d<br>Phabilitation. | esires to establish p | pricing for            |
|        |    |          |                                                          |                       |                        |
|        | S  | ee Enclo | osed Specifications, Details a                           | nd Pricing Page       | S                      |
|        |    |          |                                                          |                       |                        |
|        |    |          |                                                          |                       |                        |
| VENDOR |    |          |                                                          |                       |                        |

VENDOR NAME:

All responses to this Request for Bid MUST be submitted with this form and all pages MUST be returned to the Buyer listed above at the District mailing address as a <u>SEALED BID. No faxes.</u>



# The Missouri Department of Transportation, Central District, desires to establish pricing for reinforced concrete pipe rehabilitation.

### **Location**

Cole County, MO: Route 179 between Mission Drive and Route C. Pipe location is approximately 1,970 feet North of the on ramp from Route C to Route 179, at station 3 + 439.877.

GPS Coordinates: 38 33' 23.50" N 92 13' 38.58" W

### **Project Scope**

Provide additional structure to existing 72" diameter reinforced concrete pipe, using an advanced geopolymer liner that will not significantly reduce the amount of flow through the pipe. Geopolymer liner shall be equivalent to GeoSpray Geopolymer Mortar.

Total length of pipe is approximately 407'feet.

### Manufacturer and Installer Experience

The installing contractor must certify that the geopolymer liner to be used is the exact system for which all submittals and certifications were made. No substitutions will be allowed.

The structural geopolymer lining rehabilitation system and installing contractor must have a minimum of two years proven performance record, using the exact name band product bid.

The contractor must have installed a minimum of 10,000 linear feet of 54 inch diameter pipe or greater of the exact name brand product bid.

### <u>Repair Mortar</u>

Contractor shall be responsible for all pipe prep work, including but not limited to cleaning and repairing any cracked, missing or deteriorated pipe.

The material used to repair the missing, cracked or deteriorated pipe shall be an ultra-high strength, high build, abrasive resistant and corrosion resistant mortar.

### Liner Physical Characteristics

Compressive Strength ASTM C-39 Minimum 8,000 PSI @ 28 days Modulus of Elasticity ASTM C-469/469M Minimum 5,000,000 PSI @ 28 days Flexural Strength ASTM C-293 Minimum 800 PSI @ 28 days

### **Pipe Liner Thickness**

The structural geopolymer lining rehabilitation system shall be designed in accordance with a "fully deteriorated gravity pipe condition". The minimum installed geopolymer liner thickness shall be two (2) inches. The thickness calculations are site specific. Design calculations provided by a registered professional engineer will determine thickness if they are over the two (2) inch minimum.



The Contractor shall submit a proposed plan for ensuring that the installed geopolymer liner meets the engineer's minimum thickness requirements. The plan shall include the proposed geopolymenr liner thickness to be installed. A registered professional engineer, experienced in pipe or culvert design, shall provide a stamped design thickness report, showing the assumptions made, input date used, design principles employed and the results of the calculations that would meet the standards of care, expected of a professional engineer licensed in the State of Missouri.

### **Unique Site Conditions**

MoDOT shall be responsible for traffic control, if required.

No work shall be performed during the period from 30 minutes before sundown to sunrise, unless otherwise approved by the Project Coordinator. No work will be allowed on Holidays or weekends.

It is the sole responsibility of the contract to do preliminary inspection and final measurements of work site.

All bidders are required to submit literature on the remedy quoted.

### **Completion Date**

All work must be completed within 30 days from Notice to Proceed.

### **Inspection**

Inspection may be completed while work is in progress.

### <u>Payment</u>

Payment will be made only after the Project Coordinator completes the final inspection.

### **Prevailing Wage**

The awarded contractor shall be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations. <u>General Wage Order #56 for Cole County</u>, as published by the Missouri Department of Labor and Industrial Relations is in effect. If awarded the contract, the Contractor shall be responsible for submitting notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.



### **PRICING / ENDORSEMENT PAGE**

### **Pricing/Award**

Award will be made to the lowest total price to complete the project based on the listed specifications.

Proposed Bidders price to provide additional structure to existing 72" diameter reinforced concrete pipe, as specified.

\$\_\_\_\_\_

### SEALED BIDS TO BE MAILED TO:

Missouri Department of Transportation Central District, General Services 1511 Missouri Blvd Jefferson City, MO 65102 <u>Clearly Marked: Bid Request CD-14-006B RCP Rehabilitation</u>

| Firm:      |      |
|------------|------|
| Street:    |      |
| City:      |      |
|            | Zip: |
| Phone:     |      |
| Fax:       |      |
| Name:      |      |
| Signature: |      |
| Email:     |      |



Below are pictures from inside the pipe.







## **VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM**

### Vendor Information All bidders must furnish ALL applicable information requested below

| All bidders must furnish <u>ALI</u>                                                                                                                                                                                                                     | <u>L</u> appli           |                                              |                                                  |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------------|--------------------------------------------------|--|--|--|
| Vendor Name/Mailing Address:                                                                                                                                                                                                                            |                          | Vendor Contact                               | Information (including area codes):              |  |  |  |
|                                                                                                                                                                                                                                                         |                          | Phone #:                                     |                                                  |  |  |  |
|                                                                                                                                                                                                                                                         |                          | Cellular #:                                  |                                                  |  |  |  |
| Email Address:                                                                                                                                                                                                                                          |                          | Fax #:                                       |                                                  |  |  |  |
| Printed Name of Responsible Officer or Employee:                                                                                                                                                                                                        |                          | Signature:                                   |                                                  |  |  |  |
|                                                                                                                                                                                                                                                         |                          | U                                            |                                                  |  |  |  |
| For Corporations - State in which incorporated:                                                                                                                                                                                                         |                          | For Others - Stat                            | te of domicile <sup>.</sup>                      |  |  |  |
|                                                                                                                                                                                                                                                         |                          |                                              |                                                  |  |  |  |
| If the address listed in the Vendor Name/Mailing Address b<br>Missouri offices or places of business:                                                                                                                                                   | olock abo                | ve is not located in                         | the State of Missouri, list the address of       |  |  |  |
| If additional space is required, please attach an additional she                                                                                                                                                                                        | et and ide               | entify it as <u>Addresse</u>                 | es of Missouri Offices or Places of Business.    |  |  |  |
| <b>M/WBE INFORMATION:</b> List all certified Minority or Wome<br>Include <u>percentages</u> for subcontractors and identify the M/N                                                                                                                     | en Busin                 | ess Enterprises ( <u>M/</u>                  |                                                  |  |  |  |
| M/WBE Name Per                                                                                                                                                                                                                                          | rcentage                 | of Contract                                  | M/WBE Certifying Agency                          |  |  |  |
|                                                                                                                                                                                                                                                         |                          |                                              |                                                  |  |  |  |
|                                                                                                                                                                                                                                                         |                          |                                              |                                                  |  |  |  |
| If additional space is required, please attach an additional she                                                                                                                                                                                        | ot and ide               | ntify it as M/WRE In                         | stormation                                       |  |  |  |
|                                                                                                                                                                                                                                                         |                          |                                              | normation                                        |  |  |  |
| All bidders must furnish <u>ALI</u>                                                                                                                                                                                                                     |                          | Certification<br>cable informati             | ion requested below                              |  |  |  |
| <b><u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED</u></b><br>which the bidder proposes to supply to the MHTC are <u>not</u> r<br>with a qualifying treaty, law, agreement, or regulation, list b<br>where each good or product is manufactured or produced. | manufact                 | ured or produced in                          | n the "United States", or imported in accordance |  |  |  |
| Item (or item number)                                                                                                                                                                                                                                   | Location                 | Where Item is Man                            | nufactured or Produced                           |  |  |  |
|                                                                                                                                                                                                                                                         |                          |                                              |                                                  |  |  |  |
|                                                                                                                                                                                                                                                         |                          |                                              |                                                  |  |  |  |
| If additional space is required, please attach an additional                                                                                                                                                                                            | sheet and                | d identifv it as <b>Locat</b>                | tion Products are Manufactured or Produced.      |  |  |  |
| MISSOURI SERVICE-DISABLED VETERAN BUSINESS:<br>requested if preference is applicable. See below definitions                                                                                                                                             | Please o                 | complete the followi                         |                                                  |  |  |  |
| Service-Disabled Veteran is defined as any individual who the administration of veterans' affairs.                                                                                                                                                      | o is disab               | oled as certified by t                       | the appropriate federal agency responsible for   |  |  |  |
| and                                                                                                                                                                                                                                                     | wned by o<br>cent of the | one or more service<br>a stock of which is o | owned by one or more service-disabled veterans;  |  |  |  |
| b. The management and daily business operations                                                                                                                                                                                                         | ot which                 | are controlled by o                          | one or more service-disabled veterans.           |  |  |  |
| Veteran Information                                                                                                                                                                                                                                     |                          |                                              | Business Information                             |  |  |  |
| Service-Disabled Veteran's Name (Please Print)                                                                                                                                                                                                          |                          | Service                                      | e-Disabled Veteran Business Name                 |  |  |  |
|                                                                                                                                                                                                                                                         | _                        |                                              |                                                  |  |  |  |

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

# IF YOUR BUSINESS IS A <u>SOLE-PROPRIETORSHIP</u> OR <u>PARTNERSHIP</u>, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS REQUEST FOR QUOTATION.

A fax copy of this document is acceptable with the understanding a hard copy will follow by mail.

### APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

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

| STATE     | OF      |            | <u></u>     |              |           |            |             |            |             |        |             |           |              |
|-----------|---------|------------|-------------|--------------|-----------|------------|-------------|------------|-------------|--------|-------------|-----------|--------------|
| COUNT     | Y OF    |            |             | ) ss<br>_ )  |           |            |             |            |             |        |             |           |              |
|           | On      | this       |             | day          | of        |            |             | ,          | 20          | ,      | before      | me        | appeared     |
|           |         |            |             | , pe         | ersonally | y known to | me or pro   | ved to me  | e on the    | basis  | of satisfac | tory evid | dence to be  |
| the perso | on who  | ose name   | is subscri  | bed to the v | vithin ir | struments, | who being   | by me du   | ıly sworr   | ı, dep | osed as fol | lows:     |              |
|           | My r    | name is _  |             |              |           |            | _, and I an | n of sound | l mind, c   | apabl  | e of makin  | g this af | fidavit, and |
| personal  | lv cert | ifv the fa | acts herein | stated, as r | eauired   | by Section | 208.009.1   | RSMo. for  | · failure t | to pro | vide affirm | native pr | oof of       |

lawful presence in the United States of America:

I am the \_\_\_\_\_\_ of \_\_\_\_\_\_, which is applying for a public benefit (grant, \_\_\_\_\_\_\_, output of \_\_\_\_\_\_\_\_, on the main stered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

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

\_\_\_\_a United States citizen. \_\_\_\_\_an alien lawfully admitted for permanent residence.

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

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

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

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

| Affiant Signature                      |        | s Social Security Number or<br>ble Federal Identification Number |
|----------------------------------------|--------|------------------------------------------------------------------|
| Subscribed and sworn to before me this | day of | , 20                                                             |

My commission expires:

Notary Public

# IF YOUR BUSINESS IS <u>NOT</u> A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS REQUEST FOR QUOTATION.

A fax copy of this document is acceptable with the understanding a hard copy will follow by mail.

### WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL

MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000

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

| STATE OF                            | )             |           |             |               |            |                 |               |           |              |
|-------------------------------------|---------------|-----------|-------------|---------------|------------|-----------------|---------------|-----------|--------------|
| COUNTY OF                           | ) ss<br>_ )   |           |             |               |            |                 |               |           |              |
| On this                             | day           | of        |             |               | ,          | 20,             | before        | me        | appeared     |
|                                     | , pe          | rsonally  | known to    | me or prov    | ed to me   | on the basis of | of satisfacto | ry evide  | ence to be a |
| person whose name is subscribed     | to this affic | lavit, wh | o being by  | y me duly s   | worn, dej  | posed as follo  | ws:           |           |              |
| My name is                          |               |           |             | _, and I am   | of sound   | l mind, capab   | le of makin   | g this af | fidavit, and |
| personally certify the facts herein | stated, as r  | equired l | by Section  | 285.530, R    | RSMo, to   | enter into any  | v contract ag | greemer   | it with the  |
| state to perform any job, task, emp | loyment, l    | abor, per | rsonal serv | vices, or any | y other ac | tivity for whi  | ch compens    | sation is | provided,    |
| expected, or due, including but not | t limited to  | all activ | vities cond | ucted by bu   | isiness er | tities:         |               |           |              |

I am the \_\_\_\_\_\_ of \_\_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I 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 to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with 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.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with 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 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 though 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I 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 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

Notary Public

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

#### 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. <u>Sanctions for Noncompliance:</u> 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 <u>providing services</u> within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

#### **Executive Order:**

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

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

#### **Preferences**

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

Page 1 of 4 Accepted: 05/16/11 Updated: 04/18/11

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

#### **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:

- 1) 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;
- 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.

Page 2 of 4 Accepted: 05/16/11 Updated: 04/18/11

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

#### Prohibition Of Employment Of Unauthorized Aliens:

- a. <u>Non-employment of Unauthorized Aliens:</u> 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:
  - 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 <a href="http://www.dhs.gov/files/programs/gc\_1185221678150.shtm">http://www.dhs.gov/files/programs/gc\_1185221678150.shtm</a>
  - 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.
- b. <u>Proof of Lawful Presence For Sole Proprietorships and Partnerships</u>: 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.

#### Prevailing Wage

a.

- 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):
  Cole. The General Wage Order # 56 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.

#### Delivery – Additional Requirements

- The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
  - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
  - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
  - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. Unless otherwise specified in the proposal, deliveries will be a minimum of 500 Tons Per Day. No work will be done during the period from 30 minutes before sundown to sunrise. No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the engineer.
- c. 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                      |
| Second Monday in October    | Columbus Day                       |
| November 11                 | Veteran's Day                      |
| Fourth Thursday in November | Thanksgiving Day                   |
| December 25                 | Christmas Day                      |

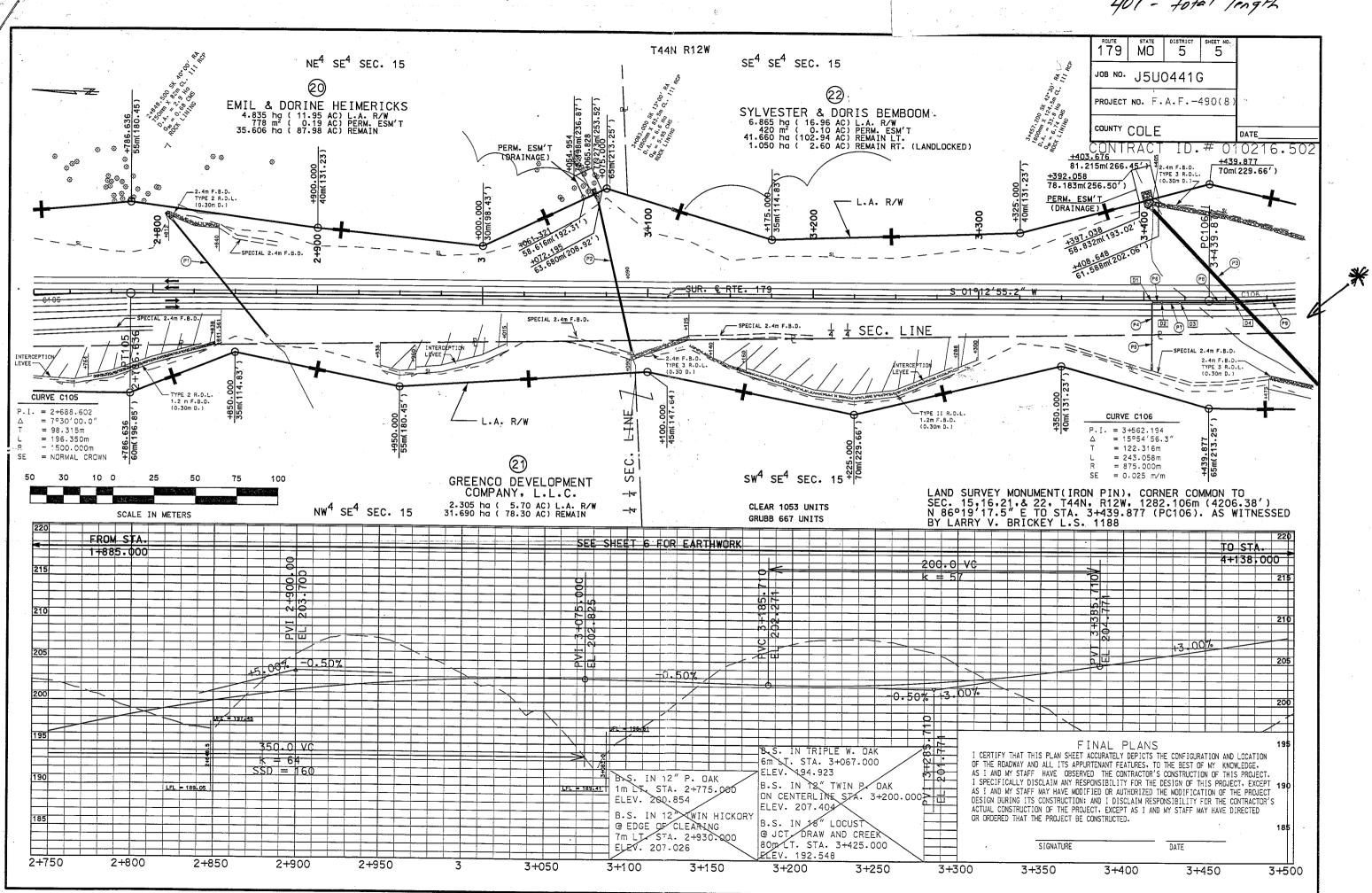
- d. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- e. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

#### Temporary Suspension of Work

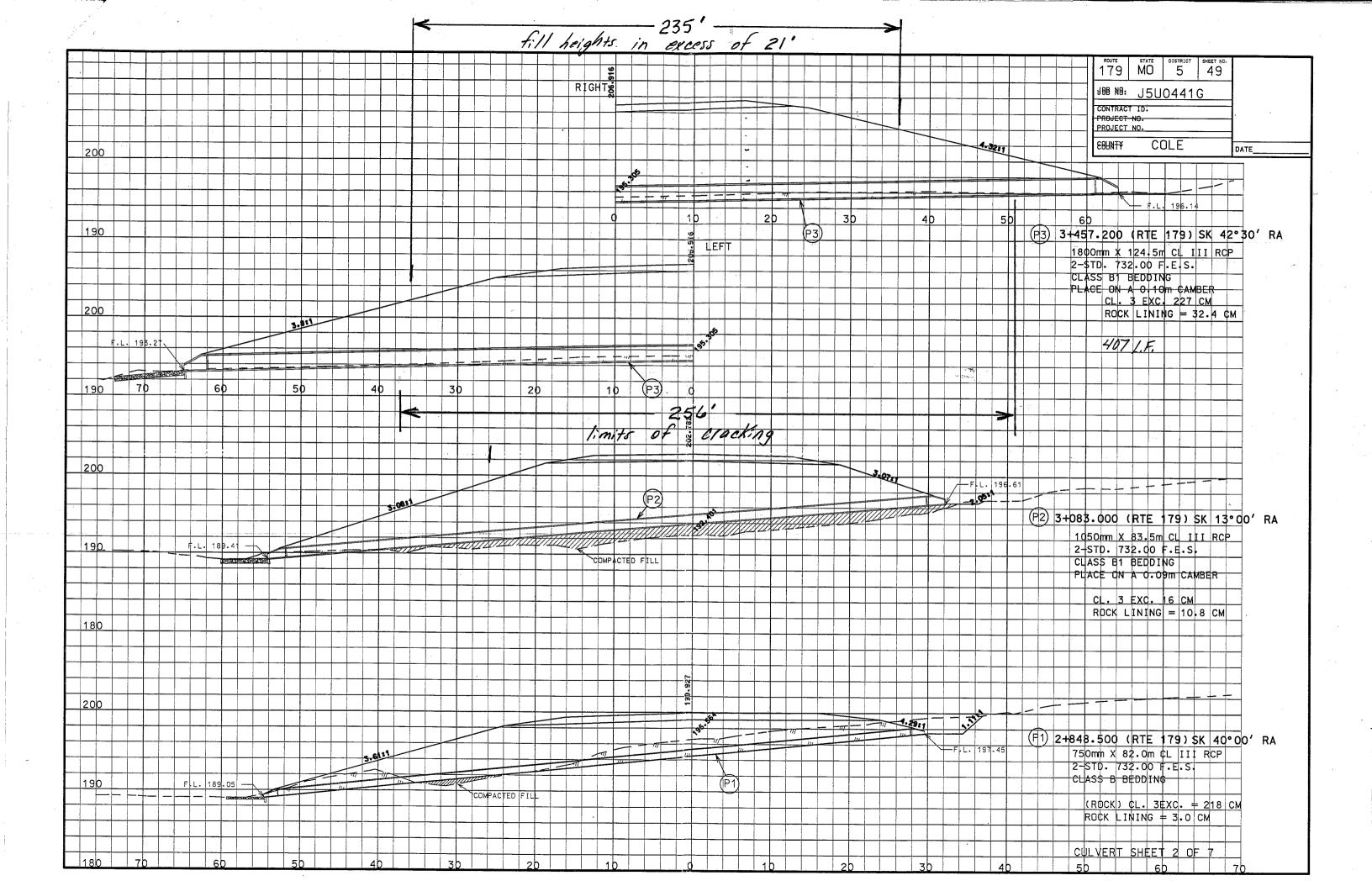
- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the 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.

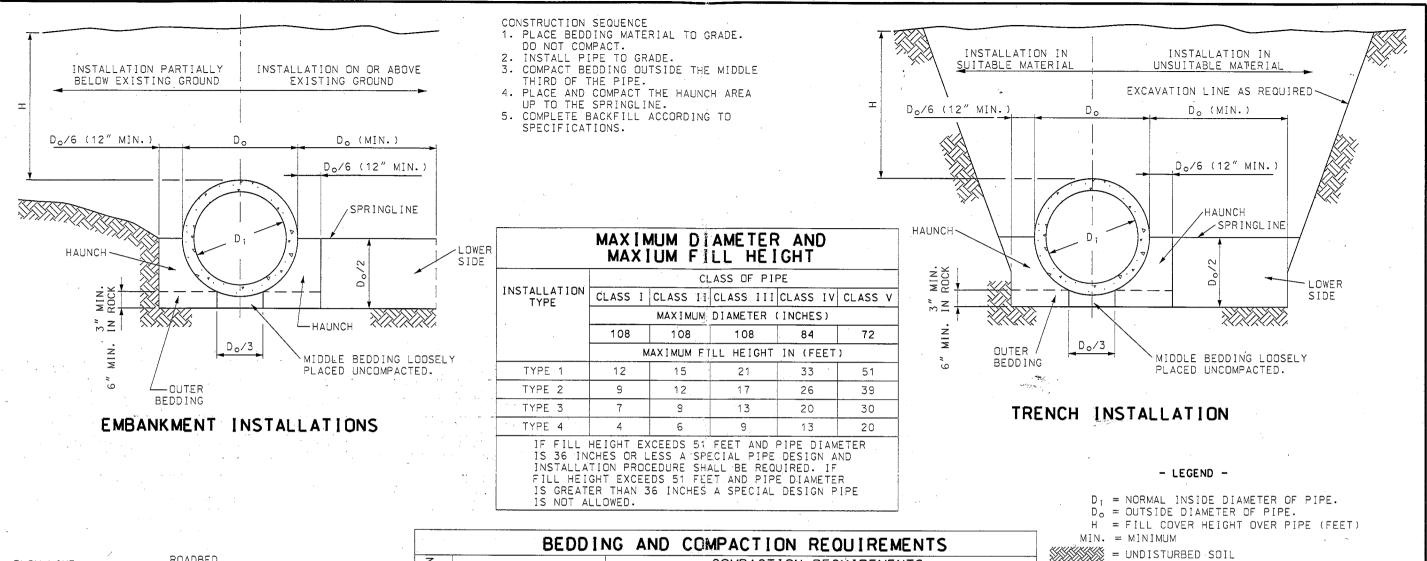
#### Liquidated Damages

- a. In the event the successful Contractor fails to 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 \$250.00 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.



407'- total length





|                                |       | BEDDI                                                                                                                           | NG AND                       | COMPAC                       | TION R                    | EQUIRE                       | MENTS                        |                           |
|--------------------------------|-------|---------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------|---------------------------|------------------------------|------------------------------|---------------------------|
| TAS LAID                       | lon   |                                                                                                                                 |                              |                              |                           | REQUIREME                    |                              |                           |
| NOT HIGHER THAN                | ALLAT | BEDDING                                                                                                                         | HAUNCH                       | AND OUTER                    |                           | D PROCTO                     | ER SIDE BEDI                 | DING                      |
| OVERFILL INLE                  | NST   | THICKNESS                                                                                                                       | CATEGORY<br>1<br>SOIL (A)    | CATEGORY<br>2<br>SOIL (B)    | CATEGORY<br>3<br>SOIL (C) | CATEGORY<br>1<br>SOIL (A)    | CATEGORY<br>2<br>SOIL (B)    | CATEGORY<br>3<br>SOIL (C) |
| CAMBER 0                       | 1     | D <sub>0</sub> /24 MINIMUM, NOT<br>LESS THAN 3". IF<br>ROCK FOUNDATION,<br>USE D <sub>0</sub> /12 MIMIMUM,<br>NOT LESS THAN 6". | 95                           | NZA                          | NZA                       | 90                           | 95                           | . 100                     |
| <pre></pre>                    | 2     | D <sub>0</sub> /24 MINIMUM, NOT<br>LESS THAN 3". IF<br>ROCK FOUNDATION,<br>USE D <sub>0</sub> /12 MIMIMUM,<br>NOT LESS THAN 6". | 90                           | 95                           | NZA                       | 85                           | 90                           | 95                        |
| SPECIFIED ON THE DESIGN PLANS. | 3     | D <sub>o</sub> /24 MINIMUM, NOT<br>LESS THAN 3". IF<br>ROCK FOUNDATION,<br>USE D <sub>o</sub> /12 MIMIMUM,<br>NOT LESS THAN 6". | 85                           | 90                           | 95                        | . 85                         | 90                           | 95                        |
|                                | -4    | D <sub>o</sub> /24 MINIMUM, NOT<br>LESS THAN 3". IF<br>ROCK FOUNDATION,<br>USE D <sub>o</sub> /12 MIMIMUM,<br>NOT LESS THAN 6". | NO<br>COMPACTION<br>REQUIRED | NO<br>COMPACTION<br>REQUIRED | 85                        | NO<br>COMPACIIDN<br>REQUIRED | NO<br>COMPACTION<br>REQUIRED | 85                        |

ERAL NOTES:

TIPLE PIPE CULVERTS SHALL BE INSTALLED WITH A IMUM CLEARANCE BETWEEN PIPES OF  $\frac{1}{2}$  D<sub>0</sub> OR 12", CHEVER IS GREATER, BUT NOT TO EXCEED 36".

SS I AND CLASS II REINFORCED CONCRETE PIPE SHALL BE USED FOR SEWERS IN TRENCHES OUTSIDE ROADBED STREET LIMITS.

