

MISSOURI DEPARTMENT OF TRANSPORTATION

CENTRAL DISTRICT
PO Box 718
1511 MISSOURI BLVD.
JEFFERSON CITY, MO 65102

**REQUEST FOR QUOTE
BIDDING GUIDELINES
AND DOCUMENTATION****QUOTE MAY BE FAXED**

TODAY'S DATE: SEPTEMBER 12, 2013	QUOTE DUE BY (DATE AND TIME): SEPTEMBER 19, 2013 10:00 AM CDST	F.O.B. REQUIREMENTS: FOB DESTINATION
TO BE DELIVERED/COMPLETED: WITHIN 30 DAYS FROM NOTICE TO PROCEED	QUOTE #: CD-14-023Q <small>THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.</small>	BUYER: SHELDON REDEL PHONE NUMBER: 573-751-7708 FAX NUMBER: 573-526-6796 EMAIL: SHELDON.REDEL@MODOT.MO.GOV
<u>District Mailing Address:</u> Missouri Department of Transportation Central District General Services 1511 Missouri Blvd Jefferson City, MO 65102		<u>Delivery Locations:</u> SALEM MAINTENANCE FACILITY Hwy F, Box 65 SALEM, MO 65560 (JUNCTION OF RT. 32 AND F)

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.

The Missouri Department of Transportation, Central District would like to establish pricing to install a lagoon liner at the Salem, MO Maintenance Facility.

See Attached Specifications, Details and Pricing Page

VENDOR NAME:

All responses to this Request for Quote MUST be submitted with this form and all pages MUST be returned to the Buyer listed above.

The Missouri Department of Transportation, Central District would like to establish pricing to install a lagoon liner at the Salem, MO Maintenance Facility.

Location:

Salem Maintenance Facility
Hwy F, Box 65
Salem, MO 65560

Scope of Work:

The awarded Contractor shall be responsible for removing and hauling waste water from the lagoon area to prepare for the lagoon liner.

The existing oil separator and septic tank shall be capped so they become holding tanks during the construction phase, allowing the restrooms and truck wash to remain active. MoDOT will be responsible for pumping the tanks during construction, if needed. Once the liner is complete, the caps shall be removed and lines become active back in the lagoon.

Contractor shall supply and install the lagoon liner, as specified in the attached plans and specifications.

Unique Site Conditions:

It is the sole responsibility of the contractor to do preliminary inspection of the work site.

Completion Date:

All work shall be completed within 30 working days from the Notice to Proceed.

Inspection:

All work shall be inspected by a MoDOT Representative prior to acceptance of completed work.

Prevailing Wage:

The awarded contractor shall be required to complete the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations. General Wage Order #57.

Invoicing and Payment Requirements:

The contractor shall submit an itemized invoice on Company Letterhead.

The contractor shall be paid in accordance with the firm, fixed price stated on the pricing page of this document. Other than the payment specified on the pricing page, no additional charges, including fuel surcharges shall be made to the contractor.

Contacts:

Please contact Phil Hamilton at (417) 252-0960 with any questions regarding the project requirements.

All other questions concerning this Request for Quote, please contact Sheldon Redel at (573) 751-7708.

Award will be based on the lowest total price, meeting the listed requirements.

PRICING PAGE

Lump Sum Price to complete Salem Lagoon Liner project as specified.

\$ _____

It is the sole responsibility of the bidder to check for addendums during the time this project is out for bid and to ensure bid price reflects any addendums.

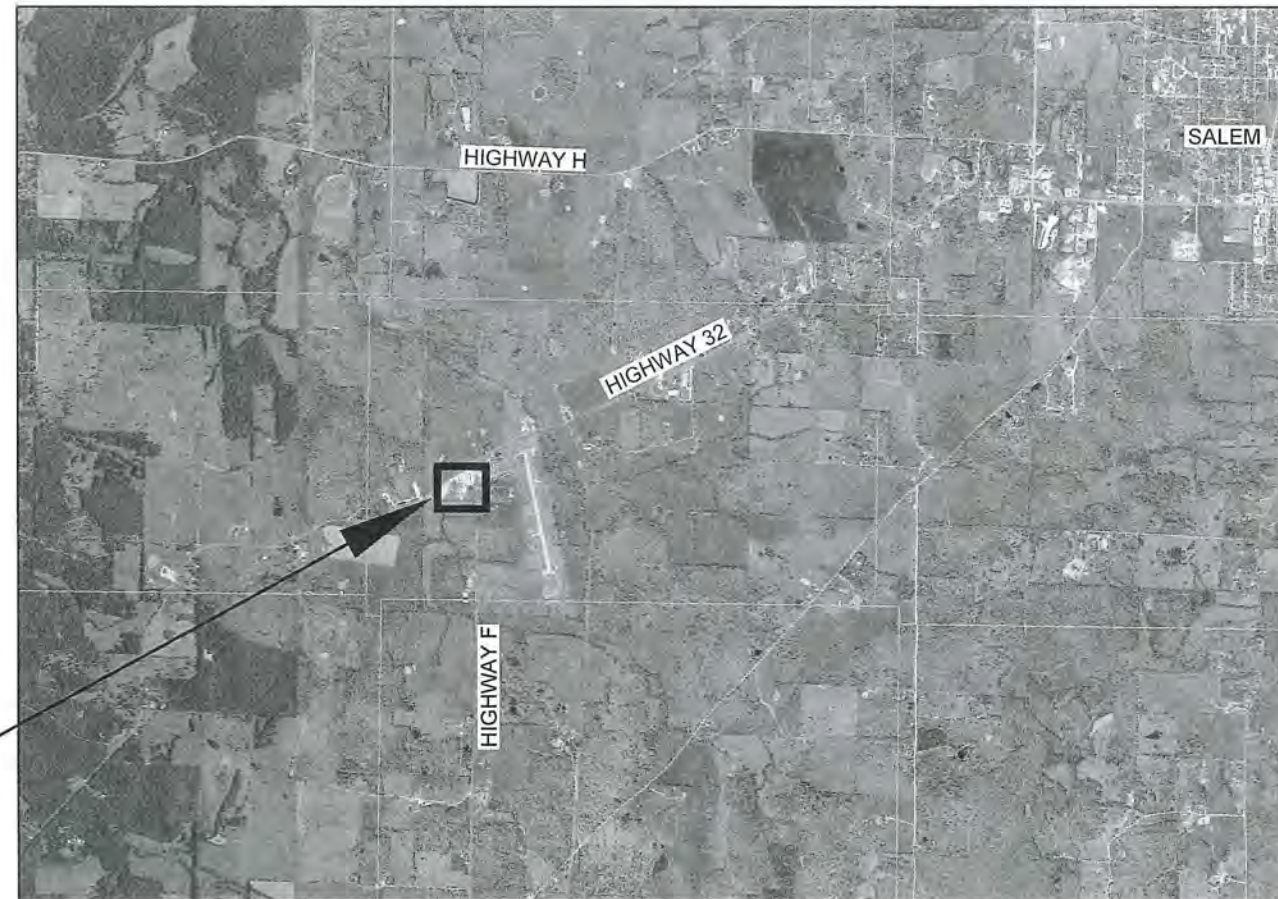
Quotes may be faxed or emailed.

Vendor Notes:



A map of the state of Missouri, divided into its 114 counties. The county of Dent, located in the southeastern part of the state, is shaded with diagonal hatching. A line points from the text 'DENT COUNTY' to this shaded area.

PROJECT LOCATION



PROJECT VICINITY MAP

(NO SCALE)

1. THE ENGINEERING INFORMATION SHOWN ON THESE PLANS IS FROM CONSTRUCTION DRAWINGS OBTAINED FROM MODOT. FIELD STUDIES WERE NOT CONDUCTED. FIELD CONDITIONS MUST BE VERIFIED BY THE CONTRACTOR.
2. ALL GRASSED AREA DISTURBED BY THE CONTRACTOR SHALL BE FERTILIZED, SEEDDED, AND MULCHED UNLESS OTHERWISE NOTED ON THE PLANS.
3. ALL UTILITIES AND THEIR CONNECTIONS SHALL BE MOVED OR ADJUSTED BY THE CONTRACTOR TO FIT THE NEW CONSTRUCTION UNLESS OTHERWISE NOTED ON THE PLANS.
4. CONTRACTOR SHALL CONTACT UTILITY COMPANIES AT LEAST THREE WORKING DAYS, BUT NO MORE THAN TEN WORKING DAYS, PRIOR TO DIGGING BY CALLING DIGRITE AT 1-800-344-7483
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE THE ADJUSTMENT OF THE VARIOUS UTILITIES BY THE RESPECTIVE COMPANIES.
7. ALL ROADS, DRIVEWAYS, CULVERTS, FENCING, LANDSCAPE, STRUCTURES & OTHER IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION.
9. ALL SIGNS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED.
10. THE LOCATIONS OF UTILITY MAINS, STRUCTURES & SERVICE CONNECTIONS PLOTTED ON THESE DRAWINGS ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO SHAFER, KLJNE & WARREN INC. (SKW). THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES & SERVICE CONNECTIONS NOT KNOWN TO SKW AND NOT SHOWN ON THE DRAWINGS. THE VERIFICATION OF THE EXISTENCE AND THE DETERMINATION OF THE EXACT LOCATION OF UTILITY MAINS, STRUCTURES & SERVICE CONNECTIONS SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR(S).
11. SITE CLEAN UP ON A DAILY BASIS.
12. ALL OPEN EXCAVATIONS SHALL BE PROTECTED.
13. REPLACE ANY PROPERTY MONUMENTS REMOVED OR DESTROYED BY CONSTRUCTION. ALL MONUMENTS SHALL BE SET BY A SURVEYOR LICENSED IN THE STATE OF MISSOURI.

DESCRIPTION
COVER SHEET
DETAILS
SPECIFICATIONS

1
2
3-4



UTILITY LOCATIONS ON THESE PLANS HAVE NOT BEEN FIELD VERIFIED.
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT DIG-RITE
BEFORE PROCEEDING WITH CONSTRUCTION.

5				
4				
3				
2				
1				
NO.	DATE	REVISIONS	BY	APPD.
COPYRIGHT © - 2012 SHAVER, KLINE & WARREN INC. MISSOURI CERTIFICATE OF AUTHORITY: F00139650				

SHAFFER, KLINE & WARREN, INC.
107 Butler Street, Macon, MO 63552-1628

107 Butler Street, Moline, MO 65502-1020
660/385-6441 FAX: 660/385-6614

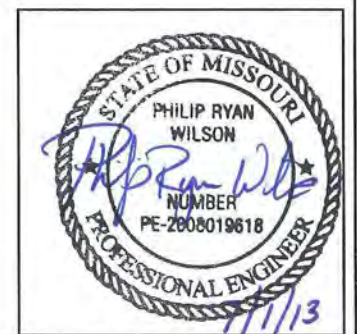
OFFICE LOCATIONS:

Iola, KS
Lenexa, KS
Tulsa, OK



MODOT REST AREA SALEM, MO	MAINTENANCE FACILITY LAGOON LINER COVER
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130295
SHEET NO.
OF 4



L:\130295-010\040\DWG\130295.DWG
LAYOUT: SHT 3
BY: JREIGELSBERGER
DATE: 7/1/2013
XREF DWG1: NONE
XREF DWG2: NONE
XREF DWG3: NONE
XREF DWG4: NONE

1. GENERAL REQUIREMENTS

- 1.1 Scope
The following describes parameters for the manufacture, supply, and installation of Poly-Flex polyethylene geomembranes. All procedures, operations, and methods shall be in strict accordance with the engineer's specifications, plans, and drawings.
- 1.2 Qualifications
- 1.2.1 Manufacturer
The manufacturer shall be Poly-Flex, Inc. or approved equal.
- 1.2.2 Installation
The installation contractor shall be the manufacturer or a dealer trained to install geomembrane. Installation shall be performed under the constant direction of a field installation supervisor who shall remain on site and be responsible, throughout the liner installation, for liner layout, seaming, testing, repairs, and all other activities by the Installer. The field installation supervisor shall have installed or supervised the installation of a minimum of 2,000,000 square feet of polyethylene geomembrane. Seaming shall be performed under the direction of a master seamer (who may also be the field installation supervisor) who has seamed a minimum of 2,000,000 square feet of polyethylene geomembrane, using the same type of seaming apparatus specified for this project. The field installation supervisor and/or master seamer shall be present whenever seaming is performed.
- 1.3 Submittals
- 1.3.1 The manufacturer shall provide the following information:
- A. Copy of quality control certificates issued by the resin supplier.
- B. Copy of quality control certificates for the geomembranes in conformance with Section 2.4.3
- 1.3.2 The installer shall provide the following written information:
- A. A list of completed facilities,
- B. Proposed installation panel layout.
- C. Resume of the field installation supervisor and master seamer.
- 1.4 Warranty
A written Warranty shall be obtained from the manufacturer (for material) and the installation contractor (for workmanship). These documents shall warrant both the quality of the material and workmanship for a specified duration of time, not less than one year from completion and acceptance of the work.

2. MATERIAL SPECIFICATIONS

- 2.1 Materials
- A. The geomembrane shall be High-Density Polyethylene (HDPE).
- B. Gasket material shall be neoprene, closed cell medium, 1/4-inch thick, 2 inches wide with adhesive on one side, or other compatible gasket materials as required.
- C. Metal battens or banding and hardware shall be stainless steel.
- D. Sealant shall be General Electric Silicone, RTV 103, or equivalent.
- 2.2 Geomembrane Raw Materials
The geomembrane shall be manufactured of polyethylene resins compounded and manufactured specifically for the intended purpose. The resin manufacturer shall certify each lot for the following properties. The natural polyethylene resin without the carbon black shall meet the following requirements:

Property	Test Method	HDPE Requirements
Density, g/cc	ASTM D 4883, ASTM D 1505, or ASTM D 792	0.932 - 0.940
Melt Index, g/10 min.	ASTM D 1238 Condition E	<1.0

- 2.3 Rolls
Carbon black shall be added to the resin if the resin is not compounded for ultra-violet resistance. The surface of the smooth geomembrane shall not have striations, roughness, pinholes, or bubbles. The geomembrane shall be supplied in rolls. Labels on each roll shall identify the thickness of the material, the length and width of the roll, lot and roll numbers, and name of manufacturer.

Applicable Test Methods

ASTM International	
ASTM D 792	Specific gravity (relative density) and density of plastics by displacement
ASTM D 1004	Initial tear resistance of plastic sheeting
ASTM D 1238	Flow rates of thermoplastics by extrusion plastometers
ASTM D 1505	Density of plastics by the Density-Gradient technique
ASTM D 1603	Carbon black in olefin plastics
ASTM D 1898	Sampling of plastics
ASTM D 3895	Test method for oxidative induction time of polyolefins by thermal analysis
ASTM D 4833	Index Puncture Resistance of geotextiles, geomembranes and related products
ASTM D 4883	Density of polyethylene by the Ultrasound technique
ASTM D 5199	Test method for measuring nominal thickness of geotextiles and geomembrane
ASTM D 5323	Determination of 2% secant modulus for polyethylene geomembranes
ASTM D 5397	Procedure to perform a single point notched constant tensile load - Appendix (SP-NCTL) test
ASTM D 5596	Test method for microscopic evaluation of the dispersion of carbon black in polyolefin geosynthetics
ASTM D 5617	Multi-axial tension test for geosynthetics
ASTM D 5641	Practice for geomembrane seam evaluation by vacuum chamber
ASTM D 5721	Practice for air-oven aging of polyolefin geomembranes
ASTM D 5820	Practice for the pressurized air channel evaluation of dual seamed geomembrane
ASTM D 5885	Test method for oxidative induction time of polyolefin geosynthetics by high pressure differential scanning calorimetry
ASTM D 5994	Test method for measuring the core thickness of textured geomembranes
ASTM D 6392	Determining the integrity of nonreinforced geomembrane seams produced using thermo-fusing methods
ASTM D 6693	Determining tensile properties of nonreinforced polyethylene and nonreinforced flexible polypropylene geomembranes
ASTM D7466	Test method for measuring the asperity height of textured geomembrane

Geosynthetic Research Institute (GRI)
GRI GM 10 Specification for the stress crack resistance of geomembrane sheet
GRI GM 11 Accelerated weathering of geomembranes using a florescent UVA-condensation exposure device
GRI GM 19 Seam strength and related properties of thermally bonded polyolefin geomembranes

3. QUALITY ASSURANCE - CONTROL OF INSTALLATION

- 3.1 Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- 3.2 Comply with manufacturers' instructions, including each step in sequence.
- 3.3 Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- 3.4 Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- 3.5 Perform Work by persons qualified to produce required and specified quality.
- 3.6 Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- 3.7 Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- 3.8 Tolerances
- 3.8.1 Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- 3.8.2 Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- 3.8.3 Adjust Products to appropriate dimensions; position before securing Products in place.
- 3.9 References and Standards
- 3.9.1 For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- 3.9.2 Conform to reference standard by date of issue current on date for receiving bids, except where a specific date is established by code.
- 3.9.3 Obtain copies of standards where required by product specification sections.
- 3.9.4 Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.
- 3.10 Examination
- 3.10.1 Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- 3.10.2 Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- 3.10.3 Examine and verify specific conditions described in individual specification sections.

GEOMEMBRANE INSTALLATION

- 4.1 Materials Logistics
- 4.1.1 Transportation and On-site Storage
The geomembrane rolls shall be shipped by flatbed trailer to the job site. The geomembrane shall be stored so as to be protected from puncture, dirt, grease, moisture, and excessive heat. Damaged material shall be stored separately for repair or replacement. The rolls shall be stored on a prepared smooth surface (not wooden pallets) and should not be stacked more than two rolls high.
- 4.2 Earthwork
- 4.2.1 General
The owner or his representative shall inspect the subgrade preparation. Prior to liner installation the subgrade shall be compacted as recommended by the geomembrane manufacturer. Weak or compressible areas which cannot be satisfactorily compacted should be removed and replaced with properly compacted fill. All surfaces to be lined shall be smooth, free of all foreign and organic material, sharp objects, or debris of any kind. The subgrade shall provide a firm, unyielding foundation with no sharp changes or abrupt breaks in grade. Standing water or excessive moisture shall not be allowed.
The installer, on a daily basis, shall approve the surface on which the geomembrane will be installed. After the supporting soil surface has been approved, it shall be the installer's responsibility to indicate to the inspector any changes to its condition that may require repair work.
- 4.2.2 Anchor Trench
The anchor trench shall be excavated to the line, grade, and width around the perimeter of the lagoon, shown on the project construction drawings, prior to liner system placement. Slightly rounded corners shall be provided in the trench to avoid sharp bends in the geomembrane.
- 4.3 Method of Placement
The rolls shall be deployed using a spreader bar assembly attached to a loader bucket or by other methods approved by the project engineer.
- 4.3.1 The installer shall be responsible for the following:
- Equipment or tools shall not damage the geomembrane during handling, transportation and deployment.
 - Personnel working on the geomembrane shall not smoke or wear damaging shoes.
 - The method used to unroll the panels shall not cause scratches or crimps in the geomembrane and shall not damage the supporting soil.
 - Adequate loading (e.g., sand bags or similar items that will not damage the geomembrane) shall be placed to prevent uplift by wind (in case of high winds, continuous loading is recommended along edges of panels to minimize risk of wind flow under the panels).
- 4.3.2 Weather Conditions
Geomembrane deployment shall proceed between ambient temperatures of 32° F and 104° F. Placement can proceed below 32° F only after it has been verified by the inspector that the material can be seamed according to the specification. Geomembrane placement shall not be done during any precipitation, in the presence of excessive moisture (e.g., fog, rain, dew) or in the presence of excessive winds, as determined by the installation supervisor.

543210

DESIGNED BY: PW
DRAWN BY: JMR
CHECKED BY: PW
ISSUE DATE:

REVISIONS
NO. DATE

BY: APPD
DATE: 7/1/13

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MISSOURI CERTIFICATE OF AUTHORITY: PD0138550

SHAFER, KLINE & WARREN, INC.
107 Butler Street,
Macon, MO 63552-1628
660/385-6441
FAX: 660/385-6614

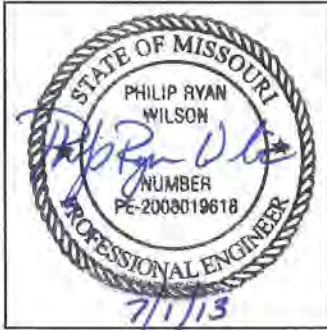
OFFICE LOCATIONS:
Macon, MO
Columbia, MO
Houston, TX
Iola, KS
Lawrence, KS
Tulsa, OK

LAND SURVEYORS
LAND ENGINEERS
LAND PLANNERS
CIVIL ENGINEERS
ELECTRICAL ENGINEERS
MECHANICAL ENGINEERS
METEOROLOGICAL ENGINEERS
WATER RESOURCES ENGINEERS

MODOT REST AREA
SALEM, MO

MAINTENANCE FACILITY LAGOON LINER
SPECIFICATIONS

130295
SHEET NO.
3 OF 4



L:\130295-010_CAD\Civil\130295 DETAILS.DWG
LAYOUT: SHT 4
BY: JREIGELBERGER DATE: 7/1/2013
XREF DWG1: NONE
XREF DWG2: NONE
XREF DWG3: NONE
XREF DWG4: NONE

4.4 Field Seaming

Approved seaming processes are fusion and extrusion welding. On side slopes, seams shall be oriented in the general direction of maximum slope, i.e., oriented down, not across the slope. In corners and odd-shaped geometric locations, the number of field seams shall be minimized.

No base T-seam shall be closer than 5 feet from the toe of the slope. Seams shall be aligned with the least possible number of wrinkles and "fishmouths". If a fishmouth or wrinkle is found, it shall be relieved and cap-stripped.

4.4.1 Seam Overlap

Geomembrane panels must have a finished minimum overlap of 4 inches for fusion welding and 6 inches for extrusion welding.

Cleaning solvents may not be used unless the product is approved by the liner manufacturer.

4.4.2 Test Seams

Field test seams shall be conducted on the liner to verify that seaming conditions are satisfactory. Test seams shall be conducted at the beginning of each seaming period and at least once every 4 hours, for each seaming apparatus and personnel used that day.

All test seams shall be made in contact with the subgrade. Welding rod used for extrusion welding shall have the same properties as the resin used to manufacture the geomembrane. The test seam samples shall be 10 feet long for fusion welding and 3 feet long for extrusion welding with the seam centered lengthwise. Three specimens shall be cut from each end of the test seams by the inspector. The inspector shall use a tensiometer to test 3 specimens for shear and 3 specimens for peel. Each specimen shall be one inch wide with a grip separation of 4 inches plus the width of the seam. The seam shall be centered between the clamps. The rate of grip separation shall be 2 inches per minute.

4.4.3 Assessment of Seam Test Results

Seam testing shall be performed in accordance with ASTM D 6392 and meet the requirements of GRI GM 19.

4.4.4 Non-Destructive Seam Testing

The installer shall non-destructively test all field seams over their full length.

A. Vacuum Box Testing

1. Seam testing shall be performed in accordance with ASTM D 5641.
2. All areas where animated soap bubbles appear shall be marked, repaired, and then retested.

B. Air Pressure Testing (For Double Fusion Seams Only)

1. Seam testing shall be performed in accordance with ASTM D5820.
2. Energize the air pump to a pressure between 25 and 30 psi, allow 2 minutes for the injected air to come to equilibrium in the channel, and sustain pressure for approximately 5 minutes.
3. If loss of pressure exceeds 4 psi, or pressure does not stabilize, locate faulty area, repair, and retest.

The following procedures shall apply to locations where seams cannot be non-destructively tested.

1. If the seam is accessible to testing equipment prior to final installation, the seam shall be non-destructively tested prior to final installation.
2. If the seam cannot be tested prior to final installation, the seam shall be spark tested according to the spark tester manufacturer's procedures.

4.4.5 Destructive Seam Testing

Destructive seam testing will be required at the owner's discretion and should be minimized to preserve the integrity of the liner. If required, the installer shall provide the inspector with one destructive test sample, once per 500 feet of seam length from a location specified by the inspector.

A. Sampling Procedure

In order to obtain test results prior to completion of liner installation, samples shall be cut by the installer as the seaming progresses. The installer shall also record the date, location, and pass or fail description. All holes in the geomembrane resulting from obtaining the seam samples shall be immediately patched and vacuum tested.

B. Size and Disposition of Samples

The samples shall be 12 inches wide by 36 inches long with the seam centered lengthwise. The sample shall be cut into three equal-length pieces, one to be given to the inspector, one to be given to the owner, and one to the installer.

C. Field Laboratory Testing

Seam testing shall be performed in accordance with ASTM D 6392 and meet the requirements of GRI GM 19.

D. Independent Laboratory Testing

The owner, at his discretion and expense, may send seam samples to a laboratory for testing. The test method and procedures to be used by the independent laboratory shall be the same as used in field testing.

E. Procedures for Destructive Test Failure

The following procedures shall apply whenever a sample fails the field destructive test:

1. The installer shall cap strip the seam between the failed location and any passed test locations.
2. The installer can retrace the welding path to an intermediate location (usually 10 feet from the location of the failed test), and take a sample for an additional field test. If this test passes, then the seam shall be cap stripped between that location and the original failed location. If the test fails, then the process is repeated.
3. Over the length of seam failure, the installer shall either cut out the old seam, reposition the panel and reseat, or add a cap strip.

4.4.6 Defects and Repairs

All seams and non-seam areas of the geomembrane shall be inspected by the inspector. The surface of the geomembrane shall be clean at the time of inspection.

A. Evaluation

Each suspect location in seam and non-seam areas shall be non-destructively tested as appropriate in the presence of the inspector. Each location that fails the non-destructive testing shall be marked by the inspector, and repaired accordingly.

B. Repair Procedures

1. Defective seams shall be cap stripped or replaced.
 2. Small holes shall be repaired by extrusion welding a bead of extrudate over the hole. If the hole is larger than 1/4 inch, it shall be patched.
 3. Tears shall be repaired by patching. If the tear is on a slope or an area susceptible to stress and has a sharp end it must be rounded prior to patching.
 4. Blisters and large cuts shall be repaired by patches.
 5. Patches shall be completed by extrusion welding. The weld area shall be ground no more than 10 minutes prior to welding. No more than 10% of the thickness shall be removed by grinding. Welding shall commence where the grinding started and must overlap the previous seam by at least 2 inches. Reseaming over an existing seam without regrinding shall not be permitted. The welding shall restart by grinding the existing seam and rewelding a new seam.
- Patches shall be round or oval in shape, made of the same geomembrane, and extend a minimum of 6 inches beyond the edge of defects.

C. Verification of Repairs

Each repair shall be non-destructively tested. Repairs that pass the non-destructive test shall be taken as an indication of an adequate repair. Failed tests indicate that the repair shall be repeated and retested until passing test results are achieved.

The inspector shall keep daily documentation of all non-destructive and destructive testing. This documentation shall identify all seams that initially failed the test and include evidence that these seams were repaired and successfully retested.

4.5 Backfilling of Anchor Trench

The anchor trench shall be backfilled by the earthwork contractor. Trench backfill material shall be placed and compacted in accordance with the project specifications.

Care shall be taken when backfilling the trenches to prevent any damage to the geomembrane. If damage occurs, it shall be repaired prior to backfilling.

4.6 Geomembrane Acceptance

The installer shall retain all ownership and responsibility for the geomembrane until accepted by the owner. Final acceptance is when all of the following conditions are met:

1. Installation is complete.
2. Verification of the adequacy of all field seams and repairs, including associated testing, is complete.



MODOT REST AREA SALEM, MO
MAINTENANCE FACILITY LAGOON LINER SPECIFICATIONS
130295 SHEET NO. 4 OF 4

SHAFER, KLINE & WARREN, INC.
107 Butler Street, Macon, MO 63552-1628
660/385-6441 FAX: 660/385-6614

OFFICE LOCATIONS:
Macon, MO
Columbia, MO
Houston, TX
Iola, KS
Joplin, KS
Tulsa, OK

North Kansas City, MO

Civil Engineer Electrical Engineer Mechanical Engineer Structural Engineer Landscape Architect Land Planner

Designed By: PW	Drawn By: JLR	Checked By: PW	Issue Date:
5	4	3	2
1	NO.	DATE	REVISIONS
CAPTAIN ©-2012 -SHAFER, KLINE & WARREN INC.			
MISSOURI CERTIFICATE OF AUTHORITY: FOOT-3860			
BY: JAPPD			

RECEIVED

AUG 28 2013

MACON SKW
MACON OFFICE

STATE OF MISSOURI

Jeremiah W. (Jay) Nixon, Governor • Sara Parker Pauley, Director

DEPARTMENT OF NATURAL RESOURCES

www.dnr.mo.gov

AUG 23 2013

MoDOT
ATTN: Doug Record, GS Facilities Manager
1511 Missouri Blvd.
Jefferson City, MO 65102

RE: AP#16009 Lagoon Liner Project - MoDOT Maintenance Facility-Salem, MOG750038,
Construction Permit No. CP0001566

Dear Mr. Record:

The Missouri Department of Natural Resources' (Department) Water Protection Program has reviewed and approved the plans and specifications submitted by Shafer, Kline & Warren, Inc. for the Missouri Department of Transportation. Please find enclosed Construction Permit No. CP0001566.

This permit will terminate 12 months from the date of issuance. In accordance with 10 CSR 20-6.010(4)(G), the Department may grant an extension only one time. If you believe that an extension is necessary, you must submit a request and a justification in writing for the extension at least 30 days prior to the permit expiration date.

Nothing in this permit removes any obligations to comply with county or other local ordinances or restrictions.

If you were adversely affected by this decision, you may appeal to have the matter heard by the Administrative Hearing Commission. To appeal, you must file a petition with the Administrative Hearing Commission within 30 days after the date this decision was mailed or the date it was delivered, whichever date was earlier. If any such petition is sent by registered mail or certified mail, it will be deemed filed on the date it is mailed. If it is sent by any method other than registered mail or certified mail, it will be deemed filed on the date it is received by the Administrative Hearing Commission.



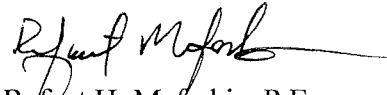
Recycled Paper

If you have any questions concerning this matter, please contact Cailie McKinney, of the Water Protection Program, at (573) 526-1289 or Missouri Department of Natural Resources, P.O. Box 176, Jefferson City, MO 65102-0176.

Thank you for your efforts to help ensure clean water in Missouri.

Sincerely,

WATER PROTECTION PROGRAM

A handwritten signature in black ink, appearing to read 'Refaat H. Mezrakis', with a long horizontal flourish extending to the right.

Refaat H. Mezrakis, P.E.
Engineering Section Chief

RM:cmi

Enclosures

c: Philip Ryan Wilson, P.E., Shafer, Kline & Warren, Inc.
Southeast Regional Office
Cailie McKinney, Water Protection Program

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

MISSOURI CLEAN WATER COMMISSION



CONSTRUCTION PERMIT

The Missouri Department of Natural Resources hereby issues a permit to:

Missouri Department of Transportation
1511 Missouri Boulevard
Jefferson City, MO 65102

for the construction of (described facilities):

See attached.

Permit Conditions:

See attached.

Construction of such proposed facilities shall be in accordance with the provisions of the Missouri Clean Water Law, Chapter 644, RSMo, and regulation promulgated thereunder, or this permit may be revoked by the Department of Natural Resources (Department).

As the Department does not examine structural features of design or the efficiency of mechanical equipment, the issuance of this permit does not include approval of these features.

A representative of the Department may inspect the work covered by this permit during construction. Issuance of a permit to operate by the Department will be contingent on the work substantially adhering to the approved plans and specifications.

This permit applies only to the construction of water pollution control components; it does not apply to other environmentally regulated areas.

August 26, 2013
Effective Date

August 25, 2014
Expiration Date

Sara Parker Pauley
Sara Parker Pauley, Director, Department of Natural Resources

John Madros
Director of State, Clean Water Commission or Designee

CONSTRUCTION PERMIT

I. CONSTRUCTION DESCRIPTION

This project is to install a synthetic lagoon liner. The liner will be manufactured by Poly-Flex, Inc., or equivalent. The liner will be a 60 mil High-Density Polyethylene (HDPE) liner that covers the bottom and inside berm slopes of the lagoon. The liner will have gas vents spaced around the top of the berm.

Sludge in the lagoon will be removed as part of this project.

II. FINDING OF AFFORDABILITY

The Finding of Affordability is not applicable. The Department is not required to determine findings of affordability because the permit contains no new conditions or requirements that convey a new cost to the facility.

III. CONSTRUCTION PERMIT CONDITIONS

The permittee is authorized to construct subject to the following conditions:

1. This construction permit does not authorize discharge.
2. All construction shall be in accordance with the plans and specifications submitted by Shafer, Kline & Warren, Inc. on July 15, 2013.
3. The Department must be contacted in writing prior to making any changes to the approved plans and specifications that would directly or indirectly have an impact on the capacity, flow, system layout, or reliability of the proposed wastewater treatment facilities or any design parameter that is addressed by 10 CSR 20-8, in accordance with 10 CSR 20-8.110(8).
4. State and Federal Law does not permit bypassing of raw wastewater, therefore steps must be taken to ensure that raw wastewater does not discharge during construction. If a sanitary sewer overflow or bypass occurs, report the appropriate information to the Department's Southeast Regional Office per 10 CSR 20-7.015(9)(E)2.
5. This Construction Permit is invalid for projects required to comply with the requirements contained in 10 CSR 20-4, "Grants and Loans"
6. Protection of drinking water supplies shall be in accordance with 10 CSR 20-8.120(10). "There shall be no physical connections between a public or private potable water supply system and a sewer, or appurtenance thereto which would permit the passage of any wastewater or polluted water into the potable supply. No water pipe shall pass through or come in contact with any part of a sewer manhole."
 - A. Sewers in relation to water works structures shall meet the requirements of 10 CSR 23-3.010 with respect to minimum distances from public water supply wells or other water supply sources and structures.

- B. Sewer mains shall be laid at least ten feet horizontally from any existing or proposed water main. The distances shall be measured edge-to-edge. In cases where it is not practical to maintain a ten foot separation, the Department may allow a deviation on a case-by-case basis, if supported by data from the design engineer. Such a deviation may allow installation of the sewer closer to a water main, provided that the water main is in a separate trench or on an undisturbed earth shelf located on either side of the sewer and at an elevation so the bottom of the water main is at least 18 inches above the top of the sewer. If it is impossible to obtain proper horizontal and vertical separation as described above for sewers, the sewer must be constructed of slip-on or mechanical joint pipe or continuously encased and be pressure tested to 150 pounds per square inch to assure water tightness.
- C. Manholes should be located at least ten feet horizontally from any existing or proposed water main.
- D. Sewers crossing water mains shall be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the sewer. This shall be the case where the water main is either above or below the sewer. The crossing shall be arranged so that the sewer joints will be equidistant and as far as possible from the water main joints. Where a water main crosses under a sewer, adequate structural support shall be provided for the sewer to maintain line and grade. When it is impossible to obtain proper vertical separation as stipulated above, one of the following methods must be specified:
 - a. The sewer shall be designed and constructed equal to the water pipe and shall be pressure tested to assure water tightness prior to backfilling; or
 - b. Either the water main or sewer line may be continuously encased or enclosed in a watertight carrier pipe which extends ten feet on both sides of the crossing, measured perpendicular to the water main. The carrier pipe shall be of materials approved by the Department for use in water main construction.
- 7. In addition to the requirements for a construction permit, 10 CSR 20-6.200 requires land disturbance activities of one acre or more to obtain a Missouri State Operating Permit to discharge stormwater. The permit requires Best Management Practices sufficient to control runoff and sedimentation to protect waters of the state. To obtain this permit, submit Form E – Application for General Permit, Form G – Application for Stormwater Permit, and a permit fee of \$300 to the Department’s Southeast Regional Office. Starting September 1, 2012, land disturbance permits will only be obtained by means of the Department’s ePermitting system available online at www.dnr.mo.gov/env/wpp/epermit/help.htm. See www.dnr.mo.gov/env/wpp/stormwater/sw-land-disturb-permits.htm for more information.
- 8. A United States (U.S.) Army Corps of Engineers (COE) permit (404) and a Water Quality Certification (401) issued by the Department or permit waiver may be required for the activities described in this permit. This permit is not valid until these requirements are satisfied. If construction activity will disturb any land below the ordinary high water mark of Jurisdictional Waters of the U.S. then a 404/401 will be required. Since the COE makes determinations on what is jurisdictional, you must contact the COE to determine permitting requirements. You may call the Department’s Water Protection Program at 573-751-1300 for more information. See www.dnr.mo.gov/env/wpp/401/ for more information.

9. Upon completion of construction;
 - A. Submit the enclosed form Statement of Work Completed to the Department In accordance with 10 CSR 20-6.010(5)(D);

IV. REVIEW SUMMARY

1. CONSTRUCTION PURPOSE

The Missouri Department of Natural Resources recently determined that the existing lagoon bottom seal was inadequate for the site and that a synthetic liner needed to be installed.

2. FACILITY DESCRIPTION

The existing facility is a no-discharge, land application system with spray irrigation, a storage lagoon, septic tank, and oil-water separator. The design average flow for the facility is 1,950 gallons per day. The lagoon serves a maintenance shop and vehicle wash.

3. COMPLIANCE PARAMETERS

This is a no-discharge, land application system. This project will not assist in meeting any specific effluent limitations.

4. REVIEW of MAJOR TREATMENT DESIGN CRITERIA

The liner thickness will be 60 mil (six-hundredths of an inch, 0.06"). The subsoil bed will be sufficiently prepared and gas venting will be installed. Minimum seam overlap will be four inches and seams will be inspected and tested. The anchor trench for the liner will be two feet deep.

5. OPERATING PERMIT MODIFICATION

Operating permit MOG750038 will not require a modification to reflect construction activities. Nothing in the operating permit will need to be modified as a result of construction.

Review Engineer: Cailie McKinney
Section Chief Approval: Refaat Mefrakis
Date: 8/19/2013

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 **Addresses of Missouri Offices or Places of Business**.*

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** 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 **Location Products are Manufactured or Produced**.*

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: 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:

- 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
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

IF YOUR BUSINESS IS 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.

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

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

STATE OF _____)
) ss
COUNTY OF _____)

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

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/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

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

IF YOUR BUSINESS IS NOT 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 _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally 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, deposed as follows:

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

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 through 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____.

Notary Public

My commission expires:

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. **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.

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.

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;
- 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.

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. **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/gc_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.
- 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.

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): **Dent.** The **Annual Wage Order #57** is attached to the bid documents. 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.
- c. 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.
- d. 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

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
- 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

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

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

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 \$500.00 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.