



MISSOURI
HIGHWAYS and TRANSPORTATION
COMMISSION
JEFFERSON CITY, MISSOURI

REQUEST FOR BID

BID OF

Vendor Number _____

Name _____

Address _____

FOR
CONSTRUCTING OR IMPROVING
Contract I.D. SL16-080-R7

STATE PROJECT

Hot Polymer Concrete Pavement Repair
St. Charles County, MO

BIDDER CHECKLIST
FINAL CHECKLIST BEFORE SUBMITTING BID

- 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than **seven (7) days** prior to the date and hour of the bid opening. See Sections 101-103 of the Missouri Standard Specifications for Highway Construction, and Rule 7 CSR 10-15.900, "Prequalification's to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website.
- 2. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed by one or more persons legally qualified to execute papers in the name of said firm or corporation.
- 3. The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. If submitting a project specific or annual bid bond, bidders must use the MoDOT provided bid bond forms. The project specific bid bond form is included in the request for bid. Annual bid bonds (both paper and electronic) shall be executed by June 15th of each year. Bid bonds should be mailed to: Stephanie Austin Rashid, CPPB, Procurement Unit, Operations Complex, 2309 Barrett Station Rd, Ballwin, MO 63021.

All questions concerning the bid document preparation shall be directed to Stephanie Austin Rashid – Procurement Division at (314) 301-1439.

Rev. 03-13

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NOTICE TO CONTRACTORS

Each bid must be mailed or hand delivered in a sealed envelope to Ms. Stephanie Austin Rashid, CPPB, Procurement Unit, Operations Complex, 2309 Barrett Station Rd., Ballwin, Mo. 63021.

Bids must be returned to the office of Ms. Austin Rashid no later **than 10:00 a.m., Local Time, April 8, 2016.**

- (1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

Concrete pavement repair using hot polymer concrete patch material on an as-needed basis on 1-70 approximately ½ mile west of Bryan Road to approximately 1 mile east of Route K in St. Charles County, MO.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2011," and "Missouri Standard Plans for Highway Construction, 2009", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted. All "Section" and "Sec" references in this RFB shall refer to the Missouri Standard Specifications for Highway Construction. **All questions concerning the bid document preparation shall be directed to the Stephanie Austin Rashid – Procurement Division at (314) 301-1439.**

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder shall continuously and diligently prosecute the work in such order and manner as will ensure the completion of the work within the time specified in Paragraph E, Term of Contract of Scope of Work.

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages as specified in Paragraph L, Liquidated Damages For Failure or Delay in Beginning Work And/Or Completing Work on Time of Scope of Work to be recovered in accordance with Sec 108.

(5) **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.

(6) **PERSONAL PROTECTIVE EQUIPMENT:** All contractor and subcontractor employees utilized in the performance of work resulting from this request must adhere to OSHA standards and at a minimum shall utilize appropriate head, eye and foot protection in the performance of work.

All workers within highway right of way shall wear approved ANSI/ISEA 107 Performance Class 2 or 3 safety apparel and more specifically as follows:

Daytime Flagger. During daytime activities, flaggers shall wear a high visibility hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear. Hard hats other than high visibility orange or green shall be covered with a high visibility covering.

Daytime Worker. During daytime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear.

Nighttime Flagger. During nighttime activities, flaggers shall wear a high visibility/reflective hard hat, safety glasses, a Performance Class 3 top AND Class E bottoms, OR Performance Class 2 top AND Class E bottoms, and safety footwear. Hard hats shall be reflective or covered with a high visibility covering.

Nighttime Worker. During nighttime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR Performance Class 2 top AND Class E bottoms, and safety footwear.

(7) **PREVAILING WAGE:** General Wage order #59 to apply, St. Charles County, MO in accordance with Section 110.

(8) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. The project bid bond form is included in the bid book and the project and annual bid bond forms are also available on MoDOT's website. Paper annual bid bonds shall be submitted to MoDOT by June 15th of each year, and electronic annual bid bonds shall be executed by June 15th of each year. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Annual Bid Bond
- Cashier's Check/Paper Project Bid Bond
- Electronic Bid Bond

For bonding purposes, the estimated total cost of this contract not to exceed \$190,000.00.

(9) **CERTIFICATIONS FOR STATE JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.5 (regarding Missouri Domestic Products Procurement Act). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the Commission may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(10) **ANTIDISCRIMINATION:** The Commission hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(11) **PREFERENCE TO MISSOURI FIRMS IN AWARDING OF CONTRACTS:** The bidder's attention is directed to Section 34.355 RSMo Supp 2000, et seq, which requires that preference be given in awarding contracts to firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal, or better, and the price quoted is the same, or less.

The law also requires that a contractor or bidder domiciled outside the state of Missouri shall be required, in order to be the successful bidder, to submit a bid which is the same percent less than the lowest bid submitted by a responsible contractor or bidder domiciled in Missouri as would be required for the Missouri domiciled contractor or bidder to succeed over the bidding contractor or bidder domiciled outside Missouri in a like contract or bid being let in his domiciliary state. A contractor or bidder domiciled outside Missouri shall also be required to submit an audited financial statement as would be required of a Missouri domiciled contractor or bidder on a like contract or bid being let

in the domiciliary state of that contractor or bidder.

For firms, corporations or individuals domiciled outside the state of Missouri, it is requested they submit the following information:

List the state of domicile

List address of all Missouri offices or places of business

(12) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

_____, which is the correct LEGAL NAME as stated on the contractor questionnaire.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

sole individual partnership joint venture

corporation, incorporated under laws of state of _____.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this _____ day of _____ 20____.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, ACTING THROUGH THE MISSOURI DEPARTMENT OF TRANSPORTATION.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

Signature of Bidder’s Owner, Officer, Partner or Authorized Agent

Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the commission, as required by the standard specifications.

(13) INSURANCE REQUIREMENTS: The bidder shall maintain or cause to be maintained at bidder'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 Section 107.13 shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri.

(14) INVOICING AND PAYMENT REQUIREMENTS: The contractor shall submit an itemized invoice to the following address after the completion of deliverables, as specified herein.

Missouri Department of Transportation
Business & Benefits
1590 Woodlake
Chesterfield, MO. 63017-5712

Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.

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

Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC’s rejection and shall be returned at the contractor's expense.

Notarized weekly payroll documentation for prime and subcontractors will be required from start to finish of this contract showing compliance with prevailing wage rates. Lien Waivers from materials suppliers shall also be provided. Additional documents shall be furnished as required by other provisions in the bid package.

Payment shall be made per contractor invoice upon satisfactory completion of all work items and the receipt of the required documentation.

(15) PROHIBITION OF 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:

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

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.

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.

SCOPE OF WORK

**St. Louis District
Hot Polymer Concrete Pavement Repair**

A. WORK LOCATION

I-70 approximately 1/2 mile west of Bryan Rd to approximately 1 mile east of Rte K in St. Charles County.

B. SCOPE OF WORK

1.0 The scope of work for this project is to provide concrete pavement repair using hot polymer concrete patch material on an as needed basis in response to sudden occurrences, such as physical damage by the elements, or as a result of wear and tear. The work will be prescribed to the contractor through Job Order(s) issued to the Contractor and/or identified locations as marked in the field by an engineer for needed repairs within the project limits.

2.0 A work location for this contract shall be on sections of pavement in the traffic lane closest to the median barrier on I-70.

3.0 The project limits for the work will be along I-70 in St. Charles County from Bryan Road (mile marker 216) to TR Hughes (mile marker 218).

4.0 The Contractor is responsible for all labor and material pertaining to the pavement repairs. The Commission will be responsible for setting up the traffic control.

5.0 The Commission is not bound to issue a minimum or maximum number of Job Orders during the contract term. It is the intent, however, to meet the anticipated budget, as noted elsewhere within this proposal.

C. JOB ORDER CONTRACT

1.0 A Job Order Contract is an indefinite quantity contract pursuant to which the contractor shall perform the work itemized in a Job Order at individual work locations throughout the project limits. The contractor shall perform all tasks itemized in the Job Order.

2.0 The engineer will identify the required work at an individual work location in collaboration with the contractor at a Joint Scope Meeting. The engineer will provide the contractor with a draft Detailed Scope of Work which the contractor shall review. Once the detailed Scope of Work is agreed upon, the engineer will issue a Job Order to the contractor. At any given time the contractor may be performing more than one Job Order.

3.0 The contract includes a list of fixed cost pay items with fixed unit prices. Payment for the work will be determined by multiplying the fixed unit prices by an applicable Adjustment Factor. The contractor shall bid three separate Adjustment Factors to be applied to the fixed unit prices as applicable for work performed during normal working hours, nighttime hours or weekend hours as defined elsewhere in this contract. The total cost of an individual Job Order will be determined by multiplying the fixed unit prices of each fixed cost pay item by the appropriate quantity and then multiplying the total cost of all pay items by the appropriate Adjustment Factor.

4.0 Definitions.

4.1 Detailed Scope of Work. A written document that sets forth the work the contractor is obligated to perform in connection with a particular Job Order.

4.2 Job Order. A written order from the engineer to the contractor directing the work required at an individual work location in accordance with the Detailed Scope of Work within the Job Order Completion Time.

4.3 Job Order Completion Time. The time within which the contractor must complete the Detailed Scope of Work for a particular Job Order.

4.4 Fixed Cost Pay Item. Work for which a description and fixed cost is set forth in the fixed cost pay item list.

4.5 Non-Fixed Cost Pay Item. Work for which a description and fixed cost is not set forth in the pay item list. Payment for non-fixed cost pay items will be determined in accordance with Sec 109.4.2, 109.4.3, or 109.4.4. Non-fixed cost pay items will be paid using an Adjustment Factor of 1.000.

D. PROCEDURES FOR DEVELOPING A JOB ORDER

1.0 Initiation of a Job Order. The engineer will notify the contractor and/or meet in the field to discuss the Job Order. The notification will be issued by electronic mailing or facsimile machine at the discretion of the engineer to the contractor, unless the engineer approves other arrangements. The contractor shall confirm receipt of all job orders by the same means as issued. Notification for accelerated repair work can be initiated by telephone.

1.1 Discussion of the Job Order may include, at a minimum:

- a. The general scope of the work;
- b. Existing conditions, presence of waterways, wetlands, or other natural resources,
- c. Presence of hazardous materials
- d. Methods and alternative for accomplishing the work;
- e. Access to the site;
- f. Staging area availability/location;

- g. Requirements for catalog cuts, technical data, samples and shop drawings;
- h. Requirements for professional services, including sketches, drawings, and specifications;
- i. Hours of operation;
- j. Anticipated working days and schedule;
- k. Liquidated damages;
- l. Specific quality requirements for equipment and material;
- m. List of anticipated Subcontractors and Material Suppliers.

1.2 Upon completion of the joint scoping process, the engineer will prepare a draft detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The contractor shall review the detailed Scope of Work and request any desired changes or modifications thereto. When an acceptable detailed Scope of Work has been completed, the engineer will issue a Draft Job Order.

1.3 The contractor does not have the right to refuse to perform any Job Order or any work identified in a Job Order. If the contractor refuses to perform any Job Order or any work identified in a Job Order, the contractor may be considered to be in default in accordance with Sec 108.

2.0 Notice to Proceed. Each Job Order will include a notice to proceed, which will stipulate the date the contractor is expected to begin work. The notice to proceed date will normally be within 14 calendar days after the job order is issued. For Job Orders that require an accelerated response, contractors shall respond to the work location and begin the accelerated repair work within 5 calendar days of the notice to proceed established in the Job Order.

2.1 The contractor shall provide 48-hour notification prior to start of repair work for accelerated Job Orders and 5-days notification for all other Job Orders.

E. TERM OF CONTRACT

1.0 The term of this contract shall be for the period commencing Date of Award and ending upon the expenditure of the entire contract amount of \$190,000.00 or shall end by August 15, 2016 whichever comes first.

2.0 Any work already ordered or in progress when the contract term ends shall be completed in accordance with the provisions, price proposals and timelines established in the issued Job Order(s), or liquidated damages will be assessed against the contractor in accordance with the provisions of this contract.

F. FIXED UNIT PRICE LIST

1.0 Description. A fixed unit price list containing unit prices associated with partial depth concrete pavement repair is listed below. Fixed unit prices are for complete and in-place construction and include all labor, equipment and material required to complete the construction task. All labor, material, equipment and work required by a specification shall be considered part of the fixed unit price, unless otherwise stated elsewhere in this contract. Pay limits will be defined in the approved Job Order.

2.0 Fixed Unit Price List for Partial Depth Concrete Pavement Repair Job Orders.

Item Number	Description	Unit	Fixed Unit Price
	Mobilization-Partial Depth Repair	Each	\$4,800.00
	Removal, Furnishing and Placing Material for Class B Partial Depth Pavement Repair (Using Flexible, Polymer – Modified Repair Material)	LB	\$3.00

G. ADJUSTMENT FACTORS

1.0 Description. Adjustment Factors include business and construction related costs as defined in this specification. It is the responsibility of the contractor to verify the unit prices provided in this contract and to modify their Adjustment Factors accordingly.

1.1 Business Costs. Business related costs consist of profit, overhead costs, subcontractor profit and overhead, taxes, finance costs, and other costs including but not limited to;

- (a) insurance, bonds and indemnification
- (b) project meetings, training, management and supervision
- (c) project office staff and equipment
- (d) employee or subcontractor wage rates that exceed prevailing wages
- (e) fringe benefits, payroll taxes, worker’s compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.
- (f) Business risks such as the risk of low than expected volumes of work, smaller than anticipated Job Orders, poor subcontractor performance, and inflation or material cost fluctuations.

1.2 Construction Costs. Construction related costs include but are not limited to;

- (a) personnel safety equipment
- (b) security requirements
- (c) excess material waste
- (d) daily and final clean-up

- (e) costs resulting from inadequate supply of materials, fuel, electricity, or skilled labor
- (f) costs resulting from productivity loss
- (g) working in extreme and adverse weather conditions
- (h) any other discreet items of work required to complete a particular Job Order.

1.3 General Costs. The above lists are not exhaustive and are intended to provide general examples of cost items to be included in the contractor's Adjustment Factors as defined in the contract.

2.0 Normal Work Adjustment Factor. The Adjustment Factor for *Normal Working Hours* includes work conducted from 6:00 a.m. to 7:30 p.m. Monday through Friday.

2.1 In addition to the time period specified in 2.0, work performed during *Normal Working Hours* must also be done during daylight hours, unless the contractor provides the necessary lighting equipment. Daylight hours are defined as ½ hour after sunrise to ½ hour before sunset. If the contractor chooses to work during *Normal Working Hours*, but outside of the defined daylight hours, the contractor shall provide lighting equipment at no additional cost to the Commission.

3.0 Nighttime Work Adjustment Factor. If the engineer determines traffic volumes are such that work cannot be performed during the daytime, Monday through Friday, without significant traffic impacts, the Job Order will specify nighttime repair operations. The Adjustment Factor for *Nighttime Work* includes any work conducted from 7:30 p.m. to 6:00 a.m. Monday through Thursday.

3.1 Any costs for additional lighting equipment necessary to perform nighttime repair operations is considered included in the Nighttime Work Adjustment Factor.

4.0 Weekend Work Adjustment Factor. If the engineer determines traffic volumes are such that work cannot be performed Monday through Friday without significant traffic impacts, the Job Order will specify weekend repair operations. The Adjustment Factor for *Weekend Work* includes any work conducted from 7:30 p.m. on Friday through 6:00 a.m. on Monday, night or day, or a Holiday.

4.1 All work shall be scheduled to avoid major holidays. During the term of this contract there are three major holiday periods: Memorial Day, Independence Day and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday, unless designated as *Weekend Work* by the engineer.

5.0 The Adjustment Factor for Nighttime Work and Weekend Work will not be applied to adjust the unit bid price(s) unless the contractor is specifically directed to perform *Nighttime* or *Weekend Work* by the engineer as part of the Job Order. If the Job Order does not otherwise restrict nighttime or weekend hours, the contractor may, with the approval of the engineer, perform some or all of the repair operations during nighttime or weekend hours but will be paid for the Adjustment Factor specified in the Job Order (i.e. the contractor may be allowed to complete nighttime work on the weekend but will be paid the Nighttime Adjustment Factor).

H. BIDDING THE ADJUSTMENT FACTORS

1.0 The bidder shall complete the bid form by writing in three Adjustment Factors, one for *Normal Working Hours* one for *Nighttime Work* and one for *Weekend Work*. The Adjustment Factors shall be specified to three decimal places. Note that these are contract pay items for contractor payment, not work items.

EXAMPLE: The Adjustment Factors shall be entered as the following example illustrates.

1 . 1 9 8
OR
0 . 9 8 7

Note: The Adjustment Factors used are for example purposes only and are not an indication of factors being bid by the contractor.

I. CONTRACT AWARD

1.0 The Commission will evaluate the bids with the intent of awarding the contract to the lowest responsible bidder. The anticipated budget for this project is **\$190,000.00**.

2.0 The lowest bid will be determined by multiplying each individual Adjustment Factor by the anticipated budget for each individual adjustment factor. For purposes of determining award of this contract, the estimated percentage of work performed during Normal Working Hours is 10%, the estimated percentage of Nighttime work is 85%, and the estimated percentage of Weekend work is 5%. The extended amount for each item will then be totaled, and the total sum will be used for bid comparison purposes. The initial contract value will be equal to the total sum. The dollar quantities provided in the bid form are anticipated budgets and are not intended to represent the actual value of work that will be assigned.

EXAMPLE: The initial contract value is determined by entering the Adjustment Factors as the following example illustrates:

Item Description	Approximate Quantity	Unit	Unit Price		Bid Amount	
			Dollar	Cts	Dollar	Cts
6189916 Normal Work Adjustment Factor	19,000.00	DLR	1.150		21,850.00	
6189916 Nighttime Work Adjustment Factor	161,500.00	DLR	1.200		193,800.00	
6189916 Weekend Work Adjustment Factor	9,500.00	DLR	1.250		11,875.00	
Bid Total					227,525.00	

Note: The Adjustment Factors used are for example purposes only and are not an indication of factors being bid by the contractor.

J. COMPLETING THE WORK

1.0 The contractor shall perform any task in the fixed unit price list for the fixed unit price multiplied by the quantity, multiplied by the appropriate Adjustment Factor for tasks performed during Normal Working Hours or for tasks performed during Nighttime or Weekend hours. The contractor shall perform the Detailed Scope of Work for the Job Order Price as calculated in accordance with the procedure for developing Job Orders set forth herein.

2.0 When installed quantities differ from the estimated quantities in the issued Job Order, the as built quantities in the final Job Order will address the quantity variation(s) for final payment. When quantities are not specified in the Detailed Scope of Work, the Job Order Price will be deemed to be lump sum for such work.

3.0 The contractor shall employ and supply a sufficient force of workers, materials and equipment and shall progress the work with such diligence so as to ensure completion of the Detailed Scope of Work within the Job Order completion Time or within such extended time for completion as may be granted by the engineer.

4.0 In order to assist in reviewing the Job Order Price Proposal, the contractor shall as part of the Job Order Proposal prepare and submit to the engineer for approval, a progress schedule showing the order in which the contractor proposes to carry on the work, the date of which it will start the major items of work (including but not limited to excavation, drainage, paving, structures, mobilization, soil erosion and sediment control, etc.) and the critical features (including procurement of materials, plant and equipment) and the contemplated dates for completing the same.

K. FINAL INSPECTION AND ACCEPTANCE OF THE WORK

1.0 Final Inspection. Upon completion of the required work for each Job Order, the contractor shall notify the engineer by phone, facsimile, or electronic mailing, and the engineer will perform an inspection. If the engineer determines all work required by the contract has been satisfactorily completed, the engineer will make the acceptance for maintenance and notify the contractor in writing of the date of acceptance for maintenance.

2.0 Work determined to be unsatisfactory by the engineer and not accepted shall be corrected to acceptable standards at the contractor's sole cost. All items that are unsatisfactory shall be corrected within the specified working days for each job order. If needed for correction of unsatisfactory work, the contractor will be given an extension of contract time in an amount equal to the number of working days remaining in the job order at the time the engineer was notified for inspection. No contract time extension will be made for notification made prior to completion of the work. Any time extension given will be considered a noncompensable delay. Upon completion of the corrections, the contractor shall notify the engineer for a reinspection.

3.0 Following a Job Order final inspection, the contractor, subcontractors, and suppliers are relieved of any new or additional liability to third parties for personal injury, death, or property damages which may be alleged to result from the performance of the work required by that job order, unless additional work on the right of way is required by the engineer.

4.0 Nothing in this section shall be deemed to excuse the contractor of liability or responsibility for any personal injury, death, or property damages which may arise from acts or the failure to act prior to the final inspection of the work required by the Job Order.

L. LIQUIDATED DAMAGES FOR FAILURE OR DELAY IN BEGINNING WORK AND/OR COMPLETING WORK ON TIME

1.0 Description. If the contractor, or in case of default, the surety fails to begin the work by the notice to proceed date or fails to complete the work within the mutually agreed schedule included in each job order, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1000.00** per day for each full day that the work is not started and **\$1000.00** per day for each full day that the work is not completed within the required time periods. It shall be the responsibility of the engineer to determine the quantity of excess time.

2.0 The said liquidated damages specified for beginning work and/or completing work will be assessed in addition to any other applicable liquidated damages specified elsewhere in the contract documents.

M. CONTRACT PAYMENTS

1.0 The engineer will make monthly payment estimates in writing for the Job Orders completed and final inspected during the monthly interval and the value thereof at the price established in the Job Order, including any necessary adjustments. The monthly estimates will include deductions from the contractor's invoice for any liquidated damages applicable to any of the Job Orders.

N. WORK ZONE TRAFFIC MANAGEMENT PLAN

1.0 Description. The contractor may be responsible for the work zone traffic management as mutually agreed upon by the contractor and engineer for each individual Job Order. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

2.0 Work Zone Scheduling.

2.1 The contractor shall notify the engineer at least 72 hours prior to performing any work at each work site to allow the Commission sufficient time to arrange for traffic control needs. The notification shall include all information needed to identify traffic impacts such as work location, anticipated work hours, traffic control plan type, required lane or shoulder closures, anticipated duration of the work, etc. The contractor shall designate a contact person who is available for the duration of the work to resolve any traffic impact issues resulting from the contractor's operations. The engineer will make appropriate notification to the public, MoDOT customer service, and MoDOT work crews of the contractor's operations. The contractor shall notify the engineer as soon as practical any postponement due to weather, material, or other circumstances and shall notify the engineer when the work has been rescheduled.

2.2 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed

until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is reopened to traffic.

2.3 Traffic shall be maintained through the work zone using the existing pavement. Provisions shall be made to allow the movement of emergency vehicles through the limits of construction at all times. During non-working hours the contractor shall have all lanes of traffic open for all routes, ramps, and sideroads.

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

2.5 No direct payment will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

3.0 Work Hour Restrictions.

3.1 During non-working hours the contractor shall have all lanes of traffic open for all routes, ramps, and side roads. The contractor shall not perform any construction operation, including

3.2 Generally, it is anticipated that the majority of the work will be during night time hours between 7:30 pm to 6:00 am Monday thru Thursday unless otherwise approved by the engineer. Working hours for holidays shall be determined by the engineer.

3.3 There are six major holidays throughout the calendar year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. To minimize any impacts work may have on traffic during these holidays, all lanes shall be scheduled to be open to traffic 12:00 noon on the last working day preceding the holiday until 9:00 am on the first working day subsequent to the holiday.

O. PAVEMENT MARKING

1.0 Description. The contractor will **not** be responsible for placing and maintaining pavement marking on pavement undergoing repair operations unless mutually agreed upon in the Job Order.

P. DELAY PROVISIONS

1.0 If the contractor is delayed in the commencement, prosecution or completion of the work by any act of the Commission, or by any cause beyond the contractor's control, then the contractor will be entitled to an extension of time. If the contractor is delayed or prevented from working on a particular date as a result of a delay, error or omission of the Commission, and the contractor incurs unavoidable labor costs as a direct result thereof because the contractor did not have enough time to cancel or divert its labor force, then the contractor will be reimbursed for such costs. For each worker so paid, the contractor will be reimbursed the amount paid the worker. Also, the contractor will be reimbursed for construction tasks required as a direct result of such delay, error or omission, such as closing off areas of work. No other costs shall be paid as a result of a delay or late cancellation.

1.1 If the contractor fails to provide 48-hour notification prior to start of accelerated work or 5-days notification for all other Job Orders this provision will not apply.

Q. ELIMINATED MATERIALS

1.0 Materials required by the Detailed Scope of Work and not incorporated into the work due to changes caused by field conditions or revisions to the design by the Commission after the material was ordered or purchased will be reimbursed at the material portion of the Pre-priced Task, or if there is no Pre-priced Task, then its material cost minus salvage value, or the material cost plus delivery costs.

R. UTILITIES

1.0 It is the inherent risk of the work under this contract that the contractor may encounter utilities above and/or below the ground or in the vicinity of any given job order which may interfere with their operations. The contractor expressly acknowledges and assumes this risk even though the nature and extent is unknown to both the contractor and the Commission at the time of bidding and award of the contract. The effect in cost or time of the presence of utilities above, below or in the vicinity of the contractor's work under this contract shall not be compensable.

2.0 The contractor will be responsible and is required to call for utility locates prior to performing any excavation work within any project limits for a given job order. Calling for utility locates will not relieve the contractor of his liability for utility damages caused by excavating operations performed by the contractor and/or any of his subcontractors. The contractor shall be solely responsible for all costs, fines, and penalties associated with the repair of any damaged utility caused by the actions of the contractor and/or any subcontractor within the given job order limits.

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

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

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

3.0 Any representation of the presence of utilities on any bidding document provided or job order issued under this contract is disclaimed by the Commission. The contractor fully understands this disclaimer when determining the basis of their bid for this contract. The contractor agrees to hold the Commission harmless in the presents or absents of any utility within the limits of any job order resulting from this contract.

S. DAMAGE TO EXISTING PAVEMENT

1.0 Description. This work shall consist of repairing any damage to existing pavement, ramps and/or shoulders caused by contractor operations. This shall include damage caused either directly or indirectly by contractor operations, including but not be limited to, damage caused by the traffic during contractor operations.

2.0 Construction Requirements. Any cracking, gouging, or other damage to the existing pavement, ramps and/or shoulders, side roads, or entrances from general construction shall be repaired within twenty four (24) hours of the time of damage at the contractor's expense. Repair of the damaged pavement, shoulders, side roads, or entrances shall be as determined by the engineer.

3.0 Method of Measurement. No measurement of damaged pavement, ramps or shoulder areas as described above shall be made.

4.0 Basis of Payment. No payment will be made for repairs to existing pavement, ramps and/or shoulders damaged by contractor operations.

T. PARTIAL DEPTH PAVEMENT REPAIR REQUIREMENTS

1.0 Description. This work shall consist of all labor, equipment, and materials necessary to repair existing pavement by performing partial depth pavement repairs as specified in the work order or as approved by the engineer. All work shall be in accordance with Section 613 except as herein modified.

2.0 Construction Requirements.

2.1 At least one lane of traffic shall remain open continuously along the full length of the repair location. For roadway segments with three or more lanes the engineer may determine that two or more lanes may be closed during the work. The determination of the lane closure configuration and times that lanes may be closed will be determined by the engineer.

2.2 Removal of the existing patched, spalled, delaminated, or otherwise deteriorated concrete surface in the upper 1/3 (one third) of the pavement thickness shall be accomplished with light jack hammers and/or mill head designed for concrete milling extending into sound concrete, typically 2 to 6 inches to a minimum depth of 1 inch. Completely remove all loose materials that may include milled or broken concrete or asphalt, crack seal materials, oil, sand, dust, grit, traces of asphalt or concrete, or other contaminants.

2.3 Use compressed air at a minimum of 100 psi to clean all surfaces.

2.4 Sandblast clean or removed partially exposed reinforcing steel mesh before placing patch materials. If sandblasting is used, clean surfaces to remove sandblasting grit with compressed air.

2.5 Any costs related to removal shall be included in the unit cost. No direct payment will be made for the removal costs.

2.6 Prime all surfaces of the repair area using primer and procedure recommended and approved by the manufacturer. Any costs related to primer shall be included in the unit cost. No Direct payment will be made for the priming of the repair areas.

2.7 Place material in layer thicknesses as recommended by the manufacturer and allow for adequate cooling prior to subsequent layer placement.

2.8 Repairs that are greater than 1 inch in depth require the addition of bulking aggregate up to 25% by volume as recommended by the manufacturer. The bulking stone is single sized ¾ inch granite, double washed, and free from any dust. The bulking aggregate is to be adequately heated and dried prior to placement. No direct payment will be made for costs associated with bulking stone placement.

2.9 Finish patched surface with topping stone using procedure recommended by the manufacturer to improve surface friction. The topping stone is angular, hard aggregate, double washed, and free from any dust. The topping stone is to be adequately heated and dried prior to placement. No direct payment will be made for costs associated with topping stone placement.

2.10 Do not open to traffic until patching material has adequately cooled and gained strength as recommended by the manufacturer.

2.11 Any patches that vary by more than 1/8 of an inch from the existing profile of the roadway and ride rough as determined by the engineer, and/or are of poor workmanship are to be removed and replaced by the contractor and contractor's expense.

2.12 Sweep roadway and shoulders of all loose debris before opening to traffic.

3.0 Material Requirements.

3.1 The contractor shall certify, by letter with the contract acceptance, that the material to be used for patching, is Approved for Construction and Materials Use on a Qualified List (QL) FS 613 Table 1. Follow manufacturer's specifications for material preparation and placement.

http://contribute.modot.mo.gov/business/materials/pdf/vol_1/FS0613T1.pdf

3.2 Material shall be hot pour, polymer modified, resin based concrete repair material, flexible and grey in color. Material is to be mixed and heated on site as recommended by the product manufacturer. The repair material shall be factory blended and in meltable bags.

4.0 Additional or Reduced Work. If additional repair work is necessary beyond what is specified in the work order or the required repair is not as extensive as originally viewed, the contractor shall contact the engineer for authorization to proceed with additional or reduced work. The contractor shall note that with this authorization to proceed with additional or reduced work may change which unit bid item is used to calculate final payment depending on final repair quantities. Any work performed without authorization of the engineer shall be at the contractor's expense.

5.0 Method of Measurement. Measurement will be in accordance with Sec 613 and as follows. Final measurement of the completed repair area will not be made except for authorized changes during construction, or where appreciable errors are found in the quality specified in the work order. Any revision or correction will be computed and added to or deducted from the work order quantity.

6.0 Basis of Payment. Accepted quantities of partial depth pavement repair will be paid for at the fixed unit price multiplied by the Normal, Nighttime or Weekend Adjustment Factor, as mutually agreed upon in the Job Order in accordance with Sec 613.

(Revised 08/96)

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

_____ as principal and _____ as surety, are held and firmly bound unto the state of Missouri (acting by and through the Missouri Highways and Transportation Commission) in the penal sum of _____ Dollars (\$) to be paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on routes I-70 and K in St. Charles County, project SL16-080-R7, Hot Polymer Concrete Pavement Repair, for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

Principal

SEAL

By _____
Signature

Surety

SEAL

By _____
Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the state of Missouri.

PRICING PAGE

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

Hot Polymer Concrete Pavement Repair						
Item Description	Approximate Quantity	Unit	Unit Price		Bid Amount	
			Dollar	Cts	Dollar	Cts
6189916 Normal Work Adjustment Factor	19,000.00	DLR				
6189916 Nighttime Work Adjustment Factor	161,500.00	DLR				
6189916 Weekend Work Adjustment Factor	9,500.00	DLR				
Bid Total			\$			

All items and materials used for this project shall be in accordance with the applicable portions of the 2011 Missouri Standard Specification Book for Highway construction per Scope of Work.

COMPANY: _____ **DATE:** _____

SIGNATURE: _____

PRINTED NAME/ TITLE: _____

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

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

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
owner or partner 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: