

MISSOURI
HIGHWAYS and TRANSPORTATION
COMMISSION
JEFFERSON CITY, MISSOURI

REQUEST FOR BID

BID OF

Vendor Number _____

Name _____

Address _____

Phone Number _____

E-mail _____

FOR
CONSTRUCTING OR IMPROVING
Contract I.D. SL17-095-R7

STATE PROJECT

Bridge Indeck Sealing
Various Locations on I-270, I-64, I-70, I-55, Route 141, & Route 30
St. Louis City and St. Louis 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) 205-7307, Stephanie.AustinRashid@modot.mo.gov.

Rev. 03-13

TABLE OF CONTENTS

Notice to Contractors

Proposed Work.....	item (1)
Compliance With Contract Provisions.....	item (2)
Period of Performance.....	item (3)
Liquidated Damages.....	item (4)
Construction Safety Program.....	item (5)
Personal Protective Equipment.....	item (6)
Prevailing Wage.....	item (7)
Bid Guaranty	item (8)
Certifications for State Jobs.....	item (9)
Antidiscrimination.....	item (10)
Preference to Missouri Firms in Awarding of Contracts.....	item (11)
Signature and Identity of Bidder.....	item (12)
Insurance Requirements.....	item (13)
Invoicing and Payment Requirements.....	item (14)
Prohibition of Employment of Unauthorized Aliens.....	item (15)

Itemized Bid Sheets

Scope of Work

Bid Bond

Pricing Page

Worker Eligibility Verification Affidavit

Applicant Affidavit for Sole-Proprietorship or Partnership

Separate Attachments

General Wage Order #60

Location Map

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, March 30, 2017.**

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

Bridge indeck sealing on various bridges located in St. Louis City and St. Louis 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, 2016," and "Missouri Standard Plans for Highway Construction, 2016", 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 questions concerning the bid document preparation shall be directed to the Stephanie Austin Rashid – Procurement Division at (314) 205-7307, Stephanie.AustinRashid@modot.mo.gov.**

(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 Time for Completion of the Work in accordance with Paragraph I 2.0 of the **Scope of Work** part of this RFB.

(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 Time for Completion of the Work in accordance with Paragraph K of the **Scope of Work** part of this RFB.

(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 #60 to apply, St. Louis City and St. Louis 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

(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.

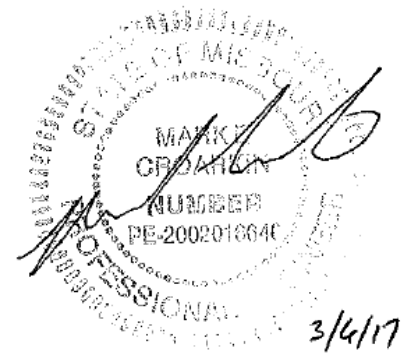
Payment shall be made per contractor invoice upon satisfactory completion of all work items and the receipt of the required documentation.

(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

A. General Requirements

- 1.0** The contractor shall prepare and treat specified bridge decks and approaches with a sealer furnished by the Missouri Highway and Transportation Commission as specified in these provisions. The bridge decks and approaches shall be cleaned and sealed as specified in these provisions.

B. Table of Bridges to Be Sealed

- 1.0** All bridges to be sealed are within the St. Louis City and County area and are listed in the following table. Allowed work hours listed in table are for both single and double lane closures unless otherwise noted below:

<u>County</u>	<u>Bridge</u>	<u>Location</u>	<u>Indeck</u> (SF)	<u>Indeck</u> (Gal)	<u>Allowed</u> <u>Work</u> <u>Hours</u>
St. Louis	A1006	IS270 over IS44	26347	132	8PM-5AM
St. Louis	A1026	IS270 West over Rott Rd.*	15032	76	8PM-5AM
St. Louis	A4066	IS64 W over MO141*	13877	70	8PM-5AM
St. Louis	A4344	RP IS64 W to MO141 S over MO141* [†]	9266	47	8PM-5AM
St. Louis	A4350	IS64 E over MO141* ^o	13478	68	8PM-5AM
City	A1091	MO30 over IS55	24571	123	8PM-5AM
City	A6204	Kingshighway over IS70*	24559	123	8PM-5AM
City	A6205	Carrie Ave. over IS70*	16339	82	8PM-5AM
Totals =			143469	718	

*Approach Slabs to be sealed as well

^o Time Listed for Single Lane Drop only, Hours for Double are 11PM-4AM

[†] Single Lane drop only

C. Materials Specifications

- 1.0 Bridge Deck Coating.** The bridge deck coating shall be an asphalt based penetrating sealer furnished by the Missouri Highway and Transportation Commission. The sealer used shall be Pavon Indeck as manufactured by the Pavon Corporation (Kansas City, MO).

- 2.0** The coating containers shall remain unopened prior to usage for this project and shall contain the manufacturer's label identifying the product and all seals shall be intact.
- 3.0** The material provided shall be stored in accordance with the manufacturer's Material Safety Data Sheet provided to the contractor by MoDOT.
- 4.0** **Sand Cover.** Any sand used for the purpose of preventing tracking of material shall be dry river sand.

D. Construction Requirements

- 1.0** **Equipment.** The deck sealer shall be mixed on a 1:1 ratio with water using 5 gallon buckets or a diaphragm pump. The sealer shall then be applied to the deck surface via straight squeegees and stiff bristled floor brushes. Any spray equipment, tanks, hoses, etc. shall be thoroughly clean, free of foreign matter, oil residue and water prior to applying the treatment.
 - 1.1** The chosen equipment, including any required for runoff precautions, shall be submitted in writing to the Engineer and shall be approved by the Engineer at least 7 days prior to operation.
- 2.0** **Cleaning and Surface Preparation.** The surface shall be cleaned to remove dust, dirt, oil, wax, curing components, efflorescence, laitance, and other foreign materials that may inhibit penetration, as may be accomplished by vacuuming or blowing. The treatment shall be applied within 6 hours following surface preparation.
 - 2.1** Surfaces, which are to be treated, shall meet the furnished product's requirements for surface condition and meet final approval of the Engineer. The Engineer shall furnish the Contractor with written instructions for surface preparation requirements and the Engineer shall be present to assure that the surface condition meets the manufacturer's requirements.
 - 2.2** Cleaning equipment shall be fitted with suitable traps, filters, drip pans and other devices to prevent oil and other foreign material from being deposited on the surface.
 - 2.3** All bridge open expansion joints, deck drains, floor drains or any other drainage inlets or components of a drainage system within the sealing limits shall be sufficiently covered or protected prior to cleaning and sealing to prevent debris or sealer from entering these inlets.
- 3.0** **Contractor Qualifications.** The Engineer shall be on site to verify proper application methods and rates are being performed by the contractor. This requirement may be waived at the discretion of the Engineer.
- 4.0** **Application.** The concrete treatment shall be applied to concrete surfaces at the rate of 200 sf/gallon. The penetrating sealer shall be applied by soaking the concrete surfaces at the above specified application rate.
 - 4.1** The concrete surface temperature shall be above 40°F (2°C) and less than 70°F at time of application.
 - 4.2** The treatment shall be spread from puddles to dry areas using the brooms or squeegees.
 - 4.3** Sealer shall be applied on no more than one sufficiently prepared lane at a time. All traffic control measures shall correspond to the location on the bridge being addressed.

- 4.4** The treatment shall be applied from the lowest edge of roadway to the highest edge, including approach slabs where applicable.
- 4.5** If determined necessary by the Engineer, a light cover of dry river sand shall be applied over the surface to prevent tracking of material.
- 4.6** Contractor shall be prepared to replace traffic markings covered by the stated work with temporary provisions. Temporary markings shall be placed in accordance with EPG section 620. No direct payment will be made for this requirement.
- 5.0** **Measurement and Payment.** No final measurement will be made unless an appreciable discrepancy exists. Payment will be made based upon the square foot of indeck sealing as listed in section 2.3 of these specifications under the item "Bridge Sealing (sf)". Should it require more sealing material than listed in the table to achieve the total square footage, MoDOT will furnish the balance of the raw material needed to complete all locations. Should there be a balance of materials left over after applying the material at the accepted rate and according to these provisions, this material shall be turned over to MoDOT and delivered to the MoDOT Bridge Maintenance facility at 6138 Wilson Ave. St. Louis, MO 63139.

E. Protection of Adjoining Surfaces and the Public

- 1.0** When applying a treatment, the contractor shall take reasonable precautions in protecting adjoining surfaces of the structure that are not to be sealed.
- 2.0** Plants and vegetation shall be protected from overspray by covering with drop cloths when necessary. Precautions shall be followed as indicated on the manufacturer's material and safety data sheet.
- 3.0** As the deck and approaches are being cleaned and/or sealed, the contractor must also provide an adequate method to block any flying debris and overspray as the work progresses. The contractor will be responsible for claims against the Department due to flying debris, overspray, etc. caused by his negligence.
- 4.0** The contractor shall take precautions such that no material is tracked outside of the intended application area by the contractor.

F. Opening to Traffic

- 1.0** Traffic shall be allowed on a deck only after a treated area does not track or upon approval by the engineer after application of cover sand.

G. Traffic Control

- 1.0** All traffic control is the responsibility of the contractor. Prior to beginning work the contractor shall develop detailed Traffic Control Plans (TCP) for all work. The TCP must comply with the latest edition of the *Manual of Uniform Traffic Control Devices* (MUTCD) or MoDOT's Engineering Policy Guide Typical Applications which can be found at <http://epg.modot.org/> in section 616. The TCP shall be submitted two (2) weeks prior to start of work to allow the Engineer ample time to review and approve. The TCP shall include at a minimum: the sequence of the bridges to be sealed, details of traffic control to be utilized at each location and the sealing sequence for each individual bridge location (lanes, direction, etc.)

H. Work Hour Restrictions

- 1.0** The Contractor shall only occupy with equipment and seal one lane at a time except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to halt traffic will be designated by the Engineer.
- 2.0** The Work shall be done during non-event weekdays or weekday evenings in order to minimize impacts to the traveling public. The approved work hours vary depending on the bridge location and traffic demands. The approved work hour schedule is designated by location in the Table of Bridges listed in Sec 2.3 of these provisions. The Contractor shall coordinate and cooperate with other regional construction projects. The Contractor shall not perform any construction activities on the bridges during restricted periods, holiday periods, or other special events as directed by the engineer. There are six major holidays per year: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Years Day. All lanes shall be scheduled to be open to traffic during these holiday periods, starting 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. There may be other events of regional significance, such as specific sporting events (i.e. St. Louis Cardinal home games, St. Louis Blues, Gateway International Raceway, and other St. Louis events), that may impact traffic through the project limits. The engineer will advise the contractor of such events and how they are to be handled.
- 3.0** The contractor shall note that on a weekly basis, MoDOT's Maintenance of Traffic (MOT) Team reviews all work zones scheduled for the following week and month for the entire St. Louis District. If two or more work zones negatively impact each other's flow of traffic and traffic mitigation is not feasible or practical, MoDOT's MOT reserves the right to reject or alter those work zones.
- 4.0** Traffic Control shall be paid per Lump Sum.

I. Job Scheduling and Completion

- 1.0** The Engineer shall be notified at least two (2) weeks in advance of the initiation of any work or traffic restrictions to allow sufficient time for publication of media advisories to the surrounding communities. MoDOT will issue a press release to the local news media, newspaper, radio and television prior to lane closure(s). The press release will advise motorists to take alternate routing to avoid traffic congestion at the construction site and to anticipate a slowdown in traffic flow. In the event of any weather, material, or related postponement, notification shall be made to the engineer of the postponement and the re-scheduling of the roadway lane closure.
- 2.0** The completion date for this project is **June 1st 2017**.

J. Payment

- 1.0** Upon satisfactory completion and acceptance of all work items as specified in these provisions, the contractor shall submit an itemized invoice as instructed in these bid documents
- 2.0** Bid items for this project are as listed below

Bridge Sealing (sf)	143,469 SQ FT
Traffic Control	1 Lump Sum

Mobilization

1 Lump Sum

- 3.0** All other costs incurred by the contractor are considered incidental and no direct payment will be made for those items.

K. Liquidated Damage Requirements:

- 1.0** The contractor shall agree and understand that providing applying the sealer in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- 2.0** If the contractor does not complete the entirety of work outlined in this contract and have all Bridge(s) open to traffic by **June 1, 2017**, 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 **\$1,000** per calendar day for each calendar day that the contractor is delinquent in completing the work beyond the designated completion date.
- a. The said liquidated damages specified will be assessed regardless if whether it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract. Days that the Department has suspended the contractor's work will not be assessed liquidated damages.
 - b. The contractor shall further agree and understand that liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.
 - c. The contractor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.
 - d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of MoDOT and shall be in addition to, not in lieu of, the rights of the MoDOT to pursue other appropriate remedies.

(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 various locations on I-270, I-64, I-70, I-55, Route 141, & Route 30, project SL17-095-R7, Bridge Indeck Sealing, 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.

SEAL

Principal

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.

Bridge Indeck Sealing					
ITEM #	DESCRIPTION	EST QTY	U/M	COST U/M	EXTENDED COST
001	Bridge Sealing	143,469	SQ FT		
002	Traffic Control	1	LUMP SUM		
003	Mobilization	1	LUMP SUM		
TOTAL EXTENDED COST FOR PROJECT					\$

COMPANY: _____ **DATE:** _____

SIGNATURE: _____

PRINTED NAME/ TITLE: _____

**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
title
empowered to act officially and properly on behalf of this business entity. I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo. In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3). I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 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:

[documentation of enrollment/participation in a federal work authorization program attached]

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:

☐ owner or partner 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: