

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES- PROCUREMENT
DISTRICT 6, 2309 BARRETT STATION RD,
BALLWIN, MO 63021**

REQUEST NO.	SL14-017-RW
DATE	July 24, 2013
PAGE NO.	1
NO. OF PAGES	26

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

10:00 a.m., Local Time, August 23, 2013

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

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: _Teresa(Terri) Mount
BUYER EMAIL:
Teresa.Mount@modot.mo.gov

BUYER TELEPHONE: 314-301-1431
BUYER FAX:
573-526-0016

SUPPLIES OR SERVICES

**Bridge Deck Preparation and Installation of Silica Fume Dense Concrete Overlay Surface
Jefferson County, MO.**

COMPLETION DATE: August 15, 2014 OR BEFORE

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

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

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

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(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

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

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____

By (Signature): _____
Type/Print Name _____

**Is your firm MBE
certified?** ☐ Yes ☐ No
Form E-103 (Rev. 11-04)

Title: _____
**Is your firm WBE
certified?** ☐ Yes ☐ No

INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request For Bid seeks bids from qualified organizations to prepare and install a Silica Fume Dense Concrete Overlay Surface on the bridge deck as indicated below and in accordance with terms and specifications of this RFB.
- Bridge A2054, on the southern Jefferson County line @ Noce Road parallel and west side southbound IS 55.

Each bid must be mailed or hand delivered in a sealed envelope to Ms. Teresa (Terri) Mount, Procurement Unit, Operations Complex, 2309 Barrett Station rd., Ballwin, Mo. 63021.

All questions regarding the RFB shall be submitted to Ms. Teresa (Terri) Mount. Bids must be returned to the office of Ms Mount no later **than 10:00 a.m., Local Time August 23, 2013.**

RFB Coordinator:

**Ms. Teresa (Terri) Mount Sr. Procurement Agent
Missouri Department of Transportation
2309 Barrett Station Road, Ballwin, MO. 63021**

**PHONE: 314-301-1431
FAX: 573-522-0016
EMAIL: Teresa.Mount@modot.mo.gov**

1.2 General Information:

This document constitutes an invitation for competitive, sealed bids for the procurement of services to furnish and install an approved Silica Fume Overlay System as specified in these provisions.

1.2.1 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- (5) Exhibit(s)
- (6) Terms and Conditions

1.2.2 This document contains requirements related to the newly revised statute.

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), 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. Additional specific information is included herein.

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

E-Verify is an example of a federal work authorization program. For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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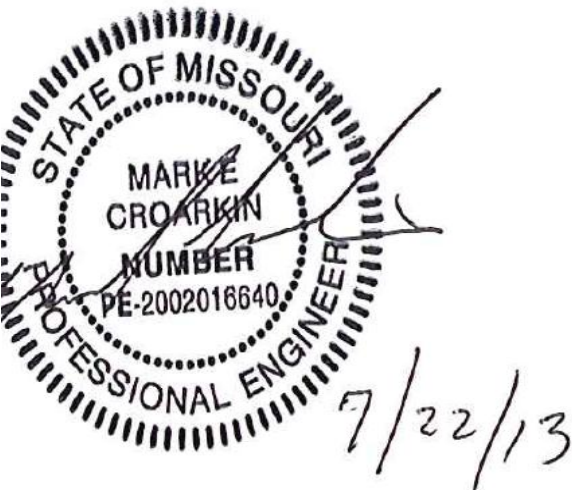
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2.1 General Requirements:

- 2.1.1 The contractor shall provide all facets of preparation and installation of a Silica Fume dense concrete overlay wearing surface for the bridge deck specified for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

2.2 Specific Requirements:

2.2.1 The contractor shall provide MoDOT with services in accordance with applicable specifications or as specifically noted in the following provisions.

2.2.2 **Required Specifications** – All materials, equipment, and/or services bid upon must comply with all pertinent standards and specifications as accessible on the Missouri Department of Transportation website (www.modot.mo.gov) under “Business With MoDOT”, and “Standards and Specifications”. The effective version will be determined by the letting date of the project.

2.2.3 The supplemental bidding documents mentioned above contain all current revisions to the bound printed version and have important legal consequences. It shall be conclusively presumed that they are in the bidders’ possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted for this project.

2.2.4 The main scope of this project includes multiple operations in order to rehabilitate the bridge deck and add a wearing at the designated location. Construction operations shall include:

- a) **Milling/Scarifying wearing surface and bridge deck**
- b) **Hydrodemolition of bridge deck**
- c) **Partial and/or full depth deck repair**
- d) **Installation of bridge deck dense concrete overlay wearing surface (Silica Fume)**

2.2.5 The project location is bridge A2054 on the southern Jefferson County line. This bridge is on Noce Rd which runs parallel and on the immediate west side of Southbound IS 55, and is just south of Rte TT over Isle Du Bois Cr.

2.2.6 Bridge A2054 is a 2 lane structure carrying 2-way traffic along Noce Rd (IS 55SB outer road). This route is the only access to multiple plots of farmland and as such, requires that construction operations be completed in 2 stages of roughly half the bridge width at a time. This will allow for one lane to remain open at all times to maintain traffic flow throughout construction.

2.2.7 Bridge A2054 is roughly 138 ft. long and 28 ft. wide (curb to curb). It is a 3 span structure.

2.2.8 It shall be the contractor’s responsibility to verify the condition of the deck surface prior to bidding. A map of the bridge location has been furnished with the bidding documents.

2.3 Traffic Control:

2.3.1 All traffic control is the responsibility of the contractor and shall conform to the more stringent of Missouri Standard Specifications for Highway Construction or MUTCD standards.

2.3.2 It is important that all work progress in a systematic manner so as to minimize traffic impedance. **The contractor must maintain one lane of flowing traffic across the bridge through the duration of the work.**

2.3.3 In addition to the work zone requirements mentioned above, the contractor shall provide up to two (2) computerized changeable message signs, in accordance with MoDOT standards, to be placed at locations approved by the Engineer and in the vicinity of the work zone. These message signs shall be placed one (1) week in advance of the initiation of work to display messages that alert the nearby community of impending work.

2.3.4 A Traffic Control Management Plan must be submitted to the Engineer for approval at least two (2) weeks prior to the initiation of work. This plan shall include the specifics of the signing, placement of signs and flagmen (if necessary), flagmen certifications (if flagmen necessary), locations of all traffic control devices and the overall plan for handling of traffic and staging. All responsibilities and costs for traffic control, regardless of the accepted configuration, shall be borne by the contractor.

2.3.5 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.

2.3.6 Traffic Control shall be paid per Lump Sum.

2.4 Milling/Scarification (Deck) Requirements

2.4.1 All milling/scarification shall proceed in accordance with Missouri Standard Specifications 216 & 622 unless otherwise noted.

2.4.2 The contractor shall mill off the existing asphalt mat, seal coat and 1/4" of the original concrete deck surface in preparation for hydrodemolition and placement of a dense concrete wearing surface. In addition, milling may be required at the approaches near the bridge ends to accommodate forming of headers for the dense overlay. The contractor is responsible for all equipment, water supply, parts and labor to perform the necessary milling at the site to scarify the deck. Any equipment servicing is the responsibility of the contractor.

2.4.3 The contractor will be responsible for supplying the trucks and drivers to catch the millings as they are removed. All disposal of the millings shall also be the responsibility of the contractor. The milling unit must have a conveyor system to collect and transfer the rubble to the vehicles for disposal. No disposal of millings on site will be permitted. Other milling unit requirements shall meet those of Section 622 unless otherwise specified.

2.4.4 Unless in operation, no equipment shall be staged on the deck. Operations must be planned appropriately to avoid unnecessary loading of the deck.

2.4.5 Payment for milling/scarification will be by the square yard for Cold Milling. The thickness of the existing asphalt mat and seal coat is estimated at 1-1/4" at the crown. Payment will be based on the plan quantity of surface

milled, and no measurements will be made at the bridge. There will be no additional payment for varying mat thickness.

2.5 Hydrodemolition Requirements

2.5.1 Upon satisfactory completion of the milling operation, the contractor shall supply a self-propelled robotic hydrodemolition machine, with operators, for the purpose of removing unsound and sound concrete from the bridge deck. The contractor is responsible for all equipment, parts and labor, water supply, etc. to perform the necessary hydrodemolition work. The work includes total coverage of the entire deck surface, as close as the machine will operate against the curb. Any areas not reached by the robot shall be removed by the contractor at his expense.

2.5.2 The equipment shall be capable of achieving large production rates. The equipment must demonstrate the ability to achieve the desired cutting depth (1/2") on sound concrete with a single pass and utilize a minimum of 55 gallons per minute, and capable of pressures in excess of 13,000 psi. A test strip will be used to calibrate the machine cutting depth on sound concrete on the bridge. A non-working technical field representative shall be on site during the calibration and the hydrodemolition surface preparation. The resulting surface shall be one that is roughened and highly bondable. Any equipment servicing is the responsibility of the contractor.

2.5.3 Total Surface Hydrodemolition of concrete is based on the calibration to cut into good concrete. There may likely be deteriorated concrete that may lead to much deeper cutting by the machine. In addition, there may be isolated patched areas in the deck that remain following hydrodemolition and may require mechanical chipping in order to properly prepare the deck surface. This will not be grounds for any additional pay. All payment is based on the area of cut and not adjusted for depth or volume of material removed.

2.5.4 All water (potable) is to be supplied by the contractor. All hoses, fittings, etc. necessary to get water from the source to the equipment will need to be provided by the contractor. It is likely that a hydrant will NOT be available within a reasonable proximity of the bridge, for a direct water source. The contractor should plan on having an alternate source (water truck/tanker) available to supply water. At no time will water tankers, support equipment for the hydrodemolition robot or other equipment be allowed to park on the bridge during this or any other process throughout this rehabilitation.

2.5.5 The contractor is also responsible for the containment and disposal of all slurry/sediment generated by the hydrodemolition process. In addition, the contractor shall sufficiently block or cover any deck drains to prohibit any and all slurry generated from the hydrodemolition process from reaching roadway, streams or drainage ditches below the structure. This bridge has deck surface drain outlets in the curbs below the parapets that must be appropriately blocked during the hydrodemolition and cleaning processes. No hydrodemolition shall proceed until slurry retention mechanisms, drain blocks and methodologies of containment and disposal of the slurry/sediment have been approved by the Engineer. The contractor shall submit a containment plan to the Engineer for approval at least 1 week prior to hydrodemolition work. As the deck is being hydrodemolished, the contractor must also provide an adequate method to block any flying debris as the work progresses. The contractor will be responsible for claims against the Department due to flying debris caused by his negligence. Hydrodemolished debris shall be picked up at least at the conclusion of each pass of the hydrodemolition equipment. This shall be done in a manner that does not damage any exposed reinforcing steel. The contractor will not be allowed to place equipment tracks or wheels on deck areas where reinforcing steel is left unsupported due to the hydrodemolition or any removal method. Any damaged reinforcing steel shall be spliced or replaced by the contractor prior to the overlay, with the same size bar and at no additional cost to the Department. Upon completion of all hydrodemolition work, the contractor will be required to thoroughly flush the deck surface of all debris and dispose of as described.

2.5.6 The contractor shall be responsible for removal of the hydrodemolished debris, slurry and disposable silt retention devices from the job site. No spoils shall be disposed at the site.

2.5.7 Payment for “Total Surface Hydrodemolition (1/2”) shall be based on the total square yards of deck coverage, regardless of depth. Plan quantity will be paid, as no final measurement will be made.

2.6 Partial and Full Depth Repair Requirements

2.6.1 After the hydrodemolition is complete, additional surface soundings shall be completed by the contractor as needed to identify the need for removal of concrete delaminations, designated patches and any unstable material. It will be the responsibility of the contractor to remove this material by hand chipping and/or additional hydrodemolition. Final soundings, after the removal of all unstable material, shall be performed in the presence of the Engineer and meet his approval. The deck surface shall be dry prior to final sounding. There will be no additional pay for this requirement.

2.6.2 Full depth repairs in some cases, may be deemed necessary after removing all unstable material. These repair areas will be poured back to the elevation of the adjacent concrete and with a roughened, highly bondable finish. Payment for these areas will be by the square foot for “Full Depth Repair Concrete”.

2.6.3 Partial Depth repair areas, including repairs that involve the exposed top layer of reinforcement will be poured monolithically with the dense overlay. Payment for additional partial repair concrete will be as specified later in these provisions.

2.6.4 All applicable portions of Missouri Standard Specifications section 704 shall apply for the control and execution of these work items.

2.7 Installation of Wearing Surface (Silica Fume Dense Concrete Overlay) Requirements

2.7.1 Work for this item includes setting up and calibrating an approved self- propelled mechanical concrete deck-finishing machine (including all rails) with a dual roller carriage, coordination of batching and delivery of a concrete wearing surface material to the site, and all labor, equipment and materials associated with the placement, finishing and curing of the wearing surface. The contractor must submit in writing his prescribed plan of managing the dense overlay from pouring through curing. This document shall include all equipment, material, labor, schedule details and processes the contractor shall employ in delivering a satisfactory product and shall be approved by the Engineer.

2.7.2 It shall be the responsibility of the contractor to perform all deck preparation prior to the actual deck overlay pour, including but not limited to: hand chipping of delaminated concrete, full-depth repairs, securing exposed reinforcing steel, forming of pour headers at bridge ends (if necessary), blast cleaning, final cleaning, wetting and covering of the deck with plastic. Any compressors used for air blasting as part of the prep work shall be equipped to prevent oil in the air supply.

2.7.3 The contractor will be responsible for all work in placing and finishing the deck overlay pour, including the tining of the surface. The contractor will also be responsible for the curing of the chosen overlay material throughout the entire required cure time-frame in accordance with Missouri Standard Specifications. Finishing of the surface shall also include a 12” wide slick finish (untined) strip in the gutter line areas, with an appropriate drainage taper,

uniformly finished around all deck drains to allow proper drainage and prevent any ponding. All gutter lines and drainage areas shall be properly floated & straight-edged during the finishing process to prevent ponding. Spud vibration shall be utilized at all locations where rebar exposure exceeds 50% of the bar diameter.

2.7.4 The contractor shall provide a **Silica Fume** dense concrete overlay for this project based on a 2" wearing surface total depth.

2.7.5 All applicable portions of Missouri Standard Specifications Sections 501 and 505 shall apply for the control and execution of all work items unless otherwise noted in these specifications. Submission of any and all mix designs, required equipment calibrations and scheduling of materials inspection shall be coordinated with MoDOT and provided at least 10 days prior to incorporation into the finish product.

2.7.6 The contractor will be paid for all work based on the plan quantity of overlay. In addition, excess silica fume material above and beyond the plan quantity of overlay will be paid based on the cubic yards of material dispensed during the pour. This will be a fixed unit price of \$150 per cubic yard for "Excess Concrete"- Silica Fume. The excess material is not figured directly in the bid process.

2.7.7 The overlay must be poured within five (5) calendar days of the completion of hydrodemolition work. Completion of hydrodemolition shall be judged to be the final flushing and clean-up of the debris from the site.

2.7.8 All clean-up of remnants of any materials stockpiled on the site to be utilized in the final product will be the responsibility of the contractor.

2.7.9 Payment for the dense overlay shall be made per square yard for Silica Fume Wearing Surface Installation.

2.8 Mobilization:

2.8.1 There is a lump sum pay item for mobilization.

2.9 Job Scheduling and Completion:

2.9.1 The intent of this job is to as quickly as possible mill, hydro blast and pour a new overlay on the bridge. The contractor must diligently work to complete the work in the fewest days possible to minimize traffic disruptions.

2.9.2 Lane closures or construction operations **may not** occur on Noce Rd or on bridge A2054 during the Fall crop "Harvest Season" or Spring "Planting Seasons" for this location. Since this road has only one entrance/exit to the properties it services, there are no alternate detours that can occur during construction operations. For the purposes of this project, **Harvest Season will be deemed as October 1, 2013 through October 31, 2013.** Due to late Spring rains and late crop planting however, this time frame may shift. The contractor shall work closely with the Engineer to determine how to schedule closures and construction operations to avoid all traffic impedances during this time frame and determine if this window has shifted. The contractor shall coordinate with the Engineer to determine the Spring planting season window, should that come into play in the completion of the required construction operations.

2.9.3 A four (4) calendar week time frame (28 calendar days) has been established for the completion of work on this bridge. Once a lane closure is placed on Noce Rd, the calendar day closure time frame will begin. Both stages of construction, removal of all lane closures and the opening of the full bridge width to traffic shall be completed within this four(4) calendar week work window. Liquidated damages of \$1,500 per calendar day shall be assessed for each

additional calendar day required beyond the working window. Separately, damages of \$1,500 per calendar day shall be assessed for each day required beyond the completion date deadline listed below.

2.9.4 The completion date for this project is **August 15, 2014**.

2.10 Pay Items:

2.10.1 Upon satisfactory completion and acceptance of all work items, the contractor shall submit an itemized invoice as instructed in these bid documents

2.10.2 Bid items for this project are as listed below:

<i>Cold-Milling (Deck)</i>	<i>429 SQ YD</i>
<i>Total Surface Hydrodemolition (1/2")</i>	<i>429 SQ YD</i>
<i>Full Depth Repair Concrete</i>	<i>50 SQ FT</i>
<i>Mobilization</i>	<i>1 LS</i>
<i>Wearing Surface Installation (Silica Fume, 2")</i>	<i>429 SQ YDS</i>
<i>Traffic Control</i>	<i>1 LS</i>

** Non-bid item "Excess Concrete – Silica Fume" to be paid per cubic yard at price listed in the Work Scope

2.11 Liquidated Damage Requirements:

2.11.1 The contractor shall agree and understand that providing the Silica Fume dense concrete overlay 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.

2.11.2 If the contractor does not complete the entirety of work outlined in this contract and have Bridge A2054 open to traffic prior to **August 15, 2014**, 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 day** for each full day that the bridge is not complete and open to traffic in excess of the calendar day limitation as specified elsewhere in this special provision. In addition, the contractor will be charged **\$1,000 per day** for each full day that the bridge is not complete and open to traffic beyond the project completion date as listed in these provisions. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

- a. The said liquidated damages specified will be assessed regardless of 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 such 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.
 - 1. 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.

2.12 Invoicing and Payment Requirements:

- 2.12.1 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

- 2.12.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.12.3 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.
- 2.12.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.12.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.
- 2.12.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.12.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.

- 2.12.8 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. These documents shall be submitted to the attention of the MoDOT General Services – Procurement Buyer for this particular contract at the address below:

Missouri Department of Transportation
General Services – Procurement
St. Louis District
2309 Barrett Station Rd
Ballwin, MO 63021

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

2.15 Other Contractual Requirements:

- 2.15.1 **RSMo 285.530** - The contractor understands and agrees that by entering into a contractual agreement with MoDOT, they certify the following:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- d. In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

- 2.15.2 Prevailing Wage:

- a. **General Wage Order # 57 , to apply Jefferson County, MO;**

- 2.15.3 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.

3.0

BID SUBMISSION

Bid Submission Information:

- 3.1.1 Submit completed Contractor Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Sec 102.2 of the Missouri Standard Specifications for Highway Construction, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website at: <http://www.modot.org/business/BecomeAMoDOTPrimeContractor.htm>
- 3.1.2 All bids must be received in a sealed envelope clearly marked **"SL14-017-RW Bridge Silica Fume, Jefferson County"**.
- 3.1.3 All bids must be received at the following address no later than **August 23, 2013 at 10:00 a.m., Local Time.**
- The Missouri Department of Transportation
Procurement Division
Attn: Teresa (Terri Mount)
2309 Barrett Station Rd.
Ballwin, MO. 63021
- 3.1.4 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.
- 3.1.5 Open Competition / Request For Bid Document:
- It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
 - Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
 - Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.1.6 Pursuant to 285.530 RSMo, the bidder must affirm enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- a. Submitting a completed Signature and Identity of Bidder form, attached herein,
- b. Submitting a completed, notarized copy of the applicable portion of Exhibit A, WORKER ELIGIBILITY VERIFICATION AFFIDAVIT **or** APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP, and

3.1.7 Proposal/Bid Guaranty/Contract Bond:

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the MoDOT as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

3.1.8 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best responsible bid.

3.1.9 Cost Determination - The low bid shall be determined by adding all of the firm, fixed prices on the pricing page for the original contract period to obtain a total price.

3.1.10 Contract Award – The contract will be awarded to the lowest responsible bidder determined as specified above.

- a. Award of this bid will be made on an “All Or Nothing” basis using the “lowest and best responsible” principle of award.
- b. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results

4. PRICING PAGE SL14-017-RW

4.1 The bidder shall provide a firm, fixed price in the table below for the original contract period and a maximum price for each potential renewal 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 A2054 Noce Rd (IS 55 Southbound West Outer Road)					
Item #	Description	U/M	QTY	COST U/M	EXTENDED COST
001	Cold –Milling (Deck)	SQYD	429.00		
004	Total Surface Hydrodemolition (1/2’')	SQYD	429.00		
005	Full Depth Repair Concrete	SQFT	50.00		
006	Mobilization	LUMP SUM	1		
007	Wearing Surface Installation (Silica fume, 2’')	SQYDS	429.00		
008	Traffic control	LUMP SUM	1		
009	TOTAL EXTENDED COST				

COMPANY: _____ **DATE;** _____

SIGNATURE: _____

PRINTED NAME/ TITLE: _____

Attachment I
PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____
FOR OTHERS:

State of domicile: _____
FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

Attachment II

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

[] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

[] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

[] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

[] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

[] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

Attachment III

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

() sole individual

() partnership

() joint venture

() corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners,
or joint ventures:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show
this name above in addition
to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary

Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of

State, as required by Sections 417.200 to 417.230, RS Mo. 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 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and.

Attachment IV
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:

☐ 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:

Attachment V SL14-017-RW

(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 route(s) _____

in County(ies),

project (s) _____

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.

Attachment VI

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Service-Disabled Veteran's Name, (Please Print)

Business Information

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

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

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

Preferences

In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

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

specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

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

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Permits, Licenses and Safety Issues

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

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- a. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

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

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

Temporary Suspension of Work

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

Contractor to comply with any of the provisions of the Contract.

- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Preferences

- a. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- b. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable. 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.