

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

REQUEST NO.	SL14-038-RW
DATE	September 10, 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, September 27, 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 Epoxy Polymer Concrete Overlay System**

**COMPLETION DATE: May 29, 2014**

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.**

1

**(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 prepare, furnish and install an approved Epoxy Polymer Concrete Overlay System on bridge deck as indicated below and in accordance with terms and specifications of this RFB.

- **Bridge A5383:** Meramec Bottom Road over IS 55 in southern St. Louis County.

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 September 27, 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 Epoxy Polymer Concrete 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](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

## Table of Contents

SL14-038-RW

2.1 General Requirements:.....	5
2.2 Specific Requirements:.....	5
2.2.2 Required Specifications .....	5
2.3 Background Information:.....	5
2.4 Coordination required with other jobs:.....	6
2.5 Traffic Control:.....	6
2.6 Construction Requirements: Epoxy Polymer Concrete Overlay:.....	7
2.7 Construction Requirements: Gravity Feed Epoxy .....	8
2.8 Dust/Residue/Slurry Control:.....	9
2.9 Work Hours:.....	9
2.10 Pavement Markings .....	9
2.11 Mobilization:.....	10
2.12 Job Scheduling and Completion: .....	10
2.13 Payment: .....	10
2.14 Liquidated Damage Requirements:.....	11
2.15 Invoicing and Payment Requirements: .....	11
2.16 Other Contractual Requirements: .....	12



## **2.1 General Requirements:**

2.1.1 The contractor shall provide preparation and installation of an approved Epoxy Polymer Concrete Overlay System on a bridge deck surface, as specified, for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein. In addition, the contractor shall provide gravity feed epoxy crack sealing of the semi-deep bridge slabs and/or approach slabs in accordance with the specifications to follow.

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](http://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 Specifically for this project, all materials, elements and procedures involved with preparation and placement of an approved Epoxy Polymer Concrete Overlay system shall conform to Missouri Standard Specification 623.30 “Epoxy Polymer Concrete Overlay”, except as noted later in these provisions.

2.2.4 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.

2.2.5 The scope of this project includes the preparation, furnishing and installation of an approved Epoxy Polymer Concrete Overlay (EPCO) on the bridge deck surface of Bridge A5383 (Meramec Bottom Rd over IS 55) in southern St. Louis County. Also included within the project scope is the preparation and sealing of cracks in the semi-deep bridge slabs and/or approach slabs at both ends of the bridge with gravity feed epoxy.

2.2.6 It shall be the contractor’s responsibility to verify the condition of the deck surfaces prior to bidding.

## **2.3 Background Information:**

2.3.1 Bridge A5383 is a structure carrying Meramec Bottom Rd over IS 55, approximately 2 miles north of Arnold in south St. Louis County, MO. The bridge dimensions are roughly 280 ft. in length and 80 ft. in width (curb to curb). The

structure carries both eastbound and westbound traffic, including two through lanes in each direction plus a mutual turn lane, making a total of five lanes of traffic. There is also a raised concrete median separating eastbound and westbound traffic and exterior shoulders in each direction.

## **2.4 Coordination required with other jobs:**

2.4.1 Should other Maintenance or Construction projects be in progress along these routes, full cooperation will be required between all parties involved with respect to coordination and completion of their respective job requirements. Each party shall schedule and conduct his work to avoid unnecessary inconvenience to any other party, as well as conduct his work in a way to avoid damage to work being performed by another party. This requirement shall be met at no cost to MoDOT.

## **2.5 Traffic Control:**

2.5.1 Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as stated in the following provisions.

2.5.2 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. Standard MUTCD compliant signs, channelizers, flashing arrow panels, etc shall be used.

2.5.3 It is important that all work progress in a systematic manner so as to minimize traffic impedance. **A minimum of 1 lane shall remain open to through traffic at all times regardless of the stage. Only one stage of construction may be worked on at a time. There will be no combining of stages during a single work shift.**

2.5.3.1 The work shall be divided into a minimum of 4 stages. Each traffic direction across the bridge shall consist of at least 2 stages: outside shoulder and adjacent traffic lane shall comprise one stage, and the inside lane paired with the corresponding turn lane shall comprise the second stage. This shall be the minimum closure configuration for each traffic direction.

2.5.3.2 The contractor shall be prepared to provide traffic control devices at nearby structures, interchanges, ramps, etc., as appropriate, in order to maintain the work zone. It shall be noted that there are a large number of business entrances as well, in the vicinity of the work area. All entrances, side streets, etc. within the work zone limits shall also be addressed with appropriate signage and delineation in accordance with the standards mentioned elsewhere in these specifications.

2.5.3.3 The contractor shall provide up to four (4) 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. The 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 construction activities.

2.5.4 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, 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.

2.5.4.1 It will be the responsibility of the contractor to coordinate traffic management between any operations listed in Section 2.4 and any other projects near this route and projects on routes which affect detours for this route, including all future projects.

2.5.4.2 In regard to Section 2.4, the contractor shall be aware that there may be other projects including, but not limited to: utility, municipality, private, MoDOT maintenance, permit, or other projects that may impact project construction or traffic control in the vicinity of this project. It shall be the responsibility of the contractor to

determine what, or if any projects may impact this project and work to coordinate construction and traffic management efforts between this project and any other project involved.

2.5.5 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.

2.5.6 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.5.7 The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.

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

2.5.7.2 Where traffic queues routinely extend to within 500 feet of the ROAD WORK AHEAD, or similar sign, the contractor shall extend the advance warning area as approved by the Engineer.

2.5.8 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document. The lump sum temporary traffic control item listed in this contract shall serve as payment for all traffic control requirements specified in these provisions.

## **2.6 Construction Requirements: Epoxy Polymer Concrete Overlay:**

2.6.1 The contractor shall be responsible for providing all materials, equipment and labor necessary to successfully place the Epoxy Polymer Concrete Overlays (EPCO) as specified or unless as noted.

2.6.2 In order to assure the least traffic interference, work shall be scheduled so that lane closures are for the absolute minimum time necessary to complete the work. A lane shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is open to traffic.

2.6.3 The chosen EPCO system shall be one that appears on MoDOT's list of approved products.

2.6.4 A representative of the manufacturer of the chosen overlay system shall be present at the site to verify that all operations are performed according to acceptable practices, which includes but is not limited to: surface preparation and acceptance recommendations of prep work as suitable for epoxy application, epoxy and cover aggregate application and epoxy cure times for additional epoxy applications or traffic allowance. The representative shall also witness the entire testing phase of all field tests. Final acceptance for any of the above conditions shall be within the authority of the MoDOT Engineer.

2.6.5 All materials, elements and procedures involved with preparation and placing of the EPCOs shall conform to the most current Missouri Standard Specification 623.30 "Epoxy Polymer Concrete Overlay".

2.6.6 The method of deck preparation chosen by the contractor must be submitted in writing to the Engineer for approval. It shall be noted that there may be cracks in the deck surfaces that have been treated prior with a bituminous based crack sealer (Pavon Indeck). There is potential for residual sealer on the deck surfaces near these cracks. The chosen approved deck preparation method must be able to remove this material and any debris from the entire deck including: within tining grooves, deck grooves, gutter lines or any other areas that have trapped this material. Removal shall be to the satisfaction of the Engineer. It is the responsibility of the contractor to make note of the deck conditions prior to bidding.

2.6.7 Any construction or expansion joints present on the bridges and/or approaches shall be protected appropriately from the deck preparation method and epoxy placement processes. It will be the responsibility of the contractor to repair or replace any joint components damaged due to his negligence in the completion of his work.

2.6.8 Polymer and aggregate shall also be applied on the traffic faces of all safety barrier curbs for a distance of 16" vertically up the faces from deck surface, and for the full length of the bridge. Plan quantity includes surface area to meet this requirement.

2.6.9 All epoxy borders, edges, joint lines, etc shall be kept straight and neat by a method approved by the Engineer. All efforts shall be made to avoid any visible defects in these neat lines due to application methods.

2.6.10 All cross-slopes and drainage properties of the bridge shall be maintained. The contractor shall correct any surface irregularities deemed unacceptable by the Engineer at his own expense.

2.6.11 Adhesion strength tests shall be performed in accordance with the requirements of Missouri Standard Specification 623.30 and ACI 503R. Core disks produced for the adhesion test shall be 2 inch diameter.

2.6.12 Provisions shall be taken by the contractor to protect utilities. Any costs related to utility damage, required repairs or disruption of service shall be borne by the contractor.

2.6.13 The contractor shall be responsible for providing appropriate lighting of the work zone if necessary, to allow for safety, work processes and proper inspection to occur.

2.6.14 Payment shall be made by the SY for Epoxy Polymer Concrete Overlay. Plan Quantity shall be paid unless an appreciable error exists and is confirmed by the Engineer.

## **2.7 Construction Requirements: Gravity Feed Epoxy**

2.7.1 The contractor shall be responsible for providing all materials, equipment, and labor necessary to successfully gravity feed an epoxy crack sealer into the longitudinal, transverse, or other cracks located in the concrete semi-deep slabs and/or approach slabs of Bridge A5383 as specified or unless as noted.

2.7.2 In order to assure the least traffic interference, work shall be scheduled so that lane closures are for the absolute minimum time necessary to complete the work. A lane shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is open to traffic.

2.7.3 The chosen gravity feed epoxy material shall be Unitex Propoxy 50 or Sikadur 22, or an equal as approved by the Engineer. The choice of epoxy material must be submitted in writing to the Engineer for approval prior to work being performed.

2.7.4 The method of surface preparation and installation must follow the manufacturer's recommendations, and must also be submitted in writing to the Engineer for approval prior to work being performed.

2.7.5 Any construction or expansion joints present on the bridge and/or approaches shall be protected appropriately from the deck preparation method and epoxy placement processes. It will be the responsibility of the contractor to repair or replace any joint components damaged due to his negligence in the completion of his work.

2.7.6 Provisions shall be taken by the contractor to protect utilities. Any costs related to utility damage, required repairs or disruption of service shall be borne by the contractor.

2.7.7 Care shall be taken to maintain a clean appearance on the driving surface. Any excess amounts of the gravity fed epoxy will need to be removed in an appropriate manner and to the satisfaction of the Engineer.

2.7.8 Payment shall be made by the LF for Gravity Feed Epoxy. **An estimated total quantity of 800 LF** has been used as a rough figure. Exact locations and amounts will be chosen by the Engineer and measured at the time of epoxy placement.

## **2.8 Dust/Residue/Slurry Control:**

2.8.1 The contractor shall be prepared to control the residue, slurry and all by-products generated by any process in the performance of this work, including any blasting and placement of the epoxy and aggregate on the decks.

2.8.2 Any deck drains present on these structures shall be completely covered or blocked so no foreign matter or material escapes the deck surface during any of the construction processes.

2.8.3 The contractor shall reclaim and properly dispose of any blast residue, slurry components, excess cover aggregate and waste generated by his work efforts at his own expense. No by-products of the required work shall remain on site.

2.8.4 The contractor shall take precautions to avoid damage as a result of any flying debris generated by his chosen methods, and shall protect nearby waterways and roadways from any waste products produced in the execution of his work items.

2.8.5 The contractor shall be responsible for any claims that result from damage caused by his negligence.

2.8.6 No direct payment will be made for adherence to these requirements.

## **2.9 Work Hours:**

2.9.1 It is understood that this process requires significant deck preparation, product application and cure times. **Due to the traffic volume patterns and bridge configuration, lane closures on this project may only occur as stated below:**

**WB Meramec Bottom: 9 am until 3 am the following morning (18 hour window)**

**EB Meramec Bottom: 7 pm until 1 pm the following afternoon ( 18 hour window)**

2.9.2 The contractor shall submit to MoDOT a schedule of proposed work hours and work days within the limits mentioned above.

2.9.3 The contractor shall not schedule any work on the active lanes during restricted periods, holiday periods or other special events without the approval of the Engineer. The contractor shall coordinate planned work times with the Engineer at least two (2) weeks prior to beginning work items.

## **2.10 Pavement Markings:**

2.10.1 The contractor shall be prepared to replace traffic markings removed or covered by the stated work with approved permanent pavement markings (paint) according to Section 620 of the Missouri Standard Specification Book for Highway Construction. These markings will be placed to match the original striping pattern prior to improvements. No direct payment will be made for this requirement.

2.10.2 The contractor shall be prepared to replace and maintain traffic markings obliterated by the stated work with Type 2 Temporary Raised Pavement Markers placed in accordance with Section 620 of the Missouri Standard Specification Book for Highway Construction until such time permanent delineation is achieved. Temporary Tape Pavement Markings will not be allowed due to difficulty of tape removal without damage to the finished EPO surface.

2.10.3 No additional pay will be made to the Contractor for compliance with this special provision.

### **2.11 Mobilization:**

2.11.1 There is a lump sum pay item for mobilization.

### **2.12 Job Scheduling and Completion:**

2.12.1 The intent of this job is to as quickly as possible prepare the surface and install the EPCO. The contractor must diligently work to complete the work as efficiently as possible to minimize traffic disruptions, while maintaining the accepted traffic control plan and work hour restrictions.

2.12.2 If work as specified in these provisions is not completed prior to the beginning of MoDOT Winter Operations, which is defined as the first application of salt, pre-treatment and/or de-icing liquids or any roadway or bridge surface treatment that is intended to combat typical Winter precipitation (snow, sleet, etc.), the schedule for completion of these work items must be coordinated to occur after the MoDOT Spring deck flushing cycle. This coordination shall be made with the Engineer.

2.12.3 The completion date for this project is **May 29, 2014**.

### **2.13 Payment:**

2.13.1 Upon satisfactory completion and acceptance of all work items, the contractor shall submit an itemized invoice as instructed in these bid documents. All bid items shall be completed in their entirety, by traffic direction listed below, prior to invoicing for payment. Each direction may be submitted for payment separately as it is completed, but there will be no other partial payments allowed.

2.13.2 Bid items for this project are as listed below

#### **Bridge A5383 WBL:**

Epoxy Polymer Concrete Overlay	1,363 sq. yd.
Gravity Feed Epoxy	400 L.F.
Temporary Traffic Control	1 Lump Sum
Mobilization	1 Lump Sum

#### **Bridge A5383 EBL:**

Epoxy Polymer Concrete Overlay	1,203 sq. yd.
Gravity Feed Epoxy	400 L.F.
Temporary Traffic Control	1 Lump Sum

**2.14 Liquidated Damage Requirements:**

- 2.14.1 The contractor shall agree and understand that providing the Epoxy Polymer Concrete Overlay Systems 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.
- 2.14.2 If the contractor does not complete the entirety of work outlined in this contract and have Bridge A5383 open to traffic prior to **May 29, 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 **\$1,500 per day** for each full day that the bridge is not complete and open to traffic in excess of the limitation as specified elsewhere in this special provision. 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.

**2.15 Invoicing and Payment Requirements:**

- 2.15.1 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
- 2.15.2 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.

- 2.15.3 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.
- 2.15.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.15.5 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.
- 2.15.6 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.
- 2.15.7 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.
- 2.15.8 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
- 2.15.9 Payment shall be made per contractor invoice upon satisfactory completion of all work items and the receipt of required documentation

## **2.16 Other Contractual Requirements:**

- 2.16.1 **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.

#### 2.16.2 Prevailing Wage:

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

#### 2.16.3 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.

#### 2.16.4 Insurance

**The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:**

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

### 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 "**SL14-038-RW Bridge Epoxy Overlay Meramac Bottom Road, St. Louis County**".
- 3.1.3 All bids must be received at the following address no later than **September 27, 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:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. 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.
- 3.10 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 SL14-038-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.

<b>Bridge A5383 – WBL Meramac Bottom Road over I55, St. Louis County</b>					
<b>Item #</b>	<b>Description</b>	<b>U/M</b>	<b>QTY</b>	<b>COST U/M</b>	<b>EXTENDED COST</b>
001	Epoxy Polymer Concrete Overlay	SQYD	1363.00		
002	Gravity Feed Epoxy	LF	400.00		
003	Traffic Control	Lump Sum	1.00		
004	Mobilization	Lump Sum	1.00		
005	<b>TOTAL EXTENDED COST</b>				

<b>Bridge A5383- EBL Meramac Bottom Road over I55, St. Louis County</b>					
<b>Item #</b>	<b>Description</b>	<b>U/M</b>	<b>QTY</b>	<b>COST U/M</b>	<b>EXTENDED COST</b>
006	Epoxy Polymer Concrete Overlay	SQYD	1203.00		
007	Gravity Feed Epoxy	LF	400.00		
008	Traffic Control	Lump Sum	1.00		
009	Mobilization	Lump Sum	1.00		
010	<b>TOTAL EXTENDED COST</b>				
011	<b>COMBINED TOTAL OF WBL AND EBL TOTAL COST OF PROJECT</b>				

**COMPANY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME/ TITLE:** \_\_\_\_\_

**Exhibit 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.

**Exhibit 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.**







**Exhibit V SL14-038-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.

Exhibit 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

Business Information

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

Service-Disabled Veteran Business Name

*Service-Disabled Veteran's Signature*

Missouri Address of Service-Disabled Veteran Business

## **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 (6<sup>th</sup>) 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.*

- a. 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**.
- b. 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.