

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

| | |
|--------------|-------------------|
| REQUEST NO. | SL14-082-RW |
| DATE | February 11, 2014 |
| PAGE NO. | 1 |
| NO. OF PAGES | 24 |

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

10:00 a.m., Local Time, March 5, 2014

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

Pipe Bore and Drainage Repair

COMPLETION DATE: May 31, 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 bore a new 24" pipe to take the drainage around a collapsed section of 36" CMP as indicated below and in accordance with terms and specifications of this RFB.

- Des Peres Road, North of Rte. 100- near Flushing Meadow Drive, 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 March 5, 2014.**

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 bore a new 24 " pipe to take drainage from around a collapsed section of 36" CMP 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) Attachment(s)
- (6) Terms and Conditions
- (7) Informational drawings, Exhibits

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

2.0 SL14-082-RW

2.1 General Requirements:

2.1.1 The contractor shall bore a new 24" pipe to replace a collapsed section of 36" CMP 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.

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.



SCOPE OF WORK

St. Louis District
24" Pipe, Horizontal Boring
Job Number # WRS�270F

Miscellaneous Contract Requirements and Specification

A. Work Location

Des Peres Road, North of Rte. 100 near Flushing Meadow Drive.
St. Louis County
Work Location is shown in the contract documents.

B. Work Description

The purpose of this project is to bore a new 24" pipe under Des Peres Road to take the drainage around a collapsed section of 36" CMP. Additional pipe and inlets will be added to collect the runoff from I-270 and Des Peres Road. The existing 36" pipe will be fully grouted and all work shall be completed as shown on the plans, or as directed by the Commission's representative.

1.0 In addition, the contractor shall contact designated MoDOT personnel at least 10 working days prior to beginning work.

C. Project Contact for Contractor

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below.

Teresa (Terri) Mount
Sr. Procurement Agent
2309 Barrett Station Rd.
Ballwin, MO. 63021

Telephone Number: (314) 301-1431
Fax Number: (573) 526-0016
E-mail: Teresa.Mount@modot.mo.gov

D. Tabulation of Quantities

| | |
|--|------------------|
| Removal of Improvements | 1 Lump Sum |
| Class 3 Excavation | 102 Cubic Yards |
| Furnishing Rock Fill | 4 Cubic Yards |
| Placing Rock Fill | 4 Cubic Yards |
| Paved Ditch | 148 Square yards |
| Furnishing Type 4 Rock Ditch Liner | 92 Square Yards |
| Placing Type 4 Rock Ditch Liner | 92 Square Yards |
| Bedding Material for Rock Ditch Liner | 37 Cubic Yards |
| Grate and Bearing Plate (5' x 3') | 1 Each |
| Grate and Bearing Plate (5'-1" x 3'-1") | 1 Each |
| Construction Signs | 252 Square Feet |
| Advanced Warning Rail System | 2 Each |
| Flag Assembly | 8 Each |
| Channelizer (Trim Line) | 80 Each |
| Directional Indicator Barricade | 12 Each |
| Flashing Arrow Panel | 2 Each |
| Mobilization | 1 Lump Sum |
| Flowable Backfill | 70 Cubic Yards |
| Contractor Furnished Surveying and Staking | 1 Lump Sum |
| 24" Pipe Group B | 41 Linear Feet |
| 24" Jacked Class III RCP (Gasket Type) | 71 Linear Feet |
| Precast Drop Inlet, 5' x 3' | 15 Linear Feet |
| 24" Group B Flared End Section | 1 Each |
| Seeding – Warm Season Mixtures | 0.1 Acres |
| Type II Ditch Check | 6 Each |

E. Work Zone Traffic Management Plan

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

2.0 Traffic Management Schedule.

2.1 Traffic management schedules and any revisions shall be submitted to the engineer for review and approval prior to the start of affected work. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

2.2 The contractor shall notify the engineer a minimum of two weeks prior to lane closures.

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

2.4 To ensure minimal traffic disruption, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

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

2.5.1 Traffic Delay. 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 10 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.

2.5.2 Traffic Safety.

2.5.2.1 Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, the contractor shall extend the advance warning area, as approved by the engineer.

2.5.2.2 When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, due to non-recurring congestion, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on Des Peres Road.

3.0 Work Hour Restrictions.

3.1 There are six major holiday periods per year: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day proceeding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

3.2 Lane closure times will be restricted to the times noted in Section F, except as approved by the engineer. The contractor shall not perform any work except in compliance with the following Monday through Friday work hour restrictions. Working hours for weekends and holidays shall be as determined by the engineer.

4.0 Lane Closures.

4.1 The contractor shall provide changeable message signs notifying motorists of future traffic disruptions and possible traffic delays one week prior to lane closures. All changeable message signs shall be compliant with the guidelines outlined in the "Changeable Message Sign Requirements" JSP. The changeable message sign shall be installed at a location as approved or directed by the engineer.

The contractor shall provide the engineer notice two (2) weeks prior to lane closures. MoDOT will issue a press release to the local news media, newspaper, radio and television prior to lane closure. The press release will advise motorists to take alternate routing to avoid traffic congestion at the construction site and to anticipate a slowdown in traffic flow.

In the event of any weather, material, or related postponement, notification shall be made to the engineer of the postponement and the re-scheduling of the roadway lane closure to a new date.

The contractor shall note that on a weekly basis, MoDOT's Maintenance of Traffic (MOT) Team reviews all work zones scheduled for the following week and month for the entire St. Louis District. If two or more work zones negatively impact each

other's flow of traffic and traffic mitigation is not feasible or practical, MoDOT's MOT reserves the right to reject or alter those work zones.

5.0 Coordination with other Projects. The contractor shall coordinate traffic management between this project and any other projects on or near Des Peres Road. There are no known projects in this area.

5.1 The contractor shall be aware that there may be other projects including, but not limited to, utility, St. Louis County, the City of Town and Country, 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, if any projects may impact this project and work to coordinate construction and traffic management efforts between this project and any other project involved.

6.0 Traffic Control Plan Revisions.

6.1 The Scope of Work and the plans provide a traffic control plan with quantities of traffic control devices. The contractor is allowed to propose changes to the traffic control plan if the construction time frame can be shortened, and/or the number of days traffic lanes are restricted can be reduced. If the contractor proposes modifying the traffic control plans, there will be no additional payment for additional traffic control items.

6.2 Any modification to the Traffic Control Plans or alternate traffic control plan must meet the minimum requirements of this provision. The Modified Traffic Control Plan must be signed and sealed by a Professional Engineer registered in the State of Missouri and must comply to the current edition of the MUTCD and MoDOT standards, whichever is more conservative.

6.3 Any Modified Traffic Control Plan Sheets must be submitted 2 weeks prior to implementation to allow ample time for review and approval.

F. Working Hours

Should a lane closure be needed on Des Peres Road, working hours will be 9:30AM to 3:00PM and from 6:30PM to 6:00AM. Weekend and holiday work hours require prior approval from MoDOT.

Should the contractor fail to meet the working hours noted above, the contractor will be charged with an overall liquidated damage specified in the amount of **\$50.00** per hour for each full hour that a lane closure is not fully removed from Des Peres Road. This damage will be assessed independently of the liquidated damages (per project) as specified elsewhere in this contract.

G. Time for Completion of the Work

1.0 Description. Completion of this contract shall be in accordance with Sec 108.7 and will be administered on both a calendar date completion basis and by calendar days completion basis.

1.1 Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.

Completion Date: May 31, 2014.

1.2 In addition, calendar days for the completion of this contract have been established. The count of calendar days will start on the date the contractor starts any construction operations. All work shall be completed within the calendar days specified below. Completion of the work by calendar days shall be in accordance with the requirements of Sec 108.7.

Calendar Days: 28 days

1.3 Should the contractor, or in case of default, the surety, fail to complete the work within the above specified calendar days or the completion date, whichever occurs first, a deduction of the amount shown below will be made for each day that the contract remains uncompleted in accordance with the requirements of Sec 108.8. These damages are in addition to any other damages as specified elsewhere in this contract.

Liquidated Damages Per Day: \$100.00

1.4 If all Work is not complete prior to the specified overall contract completion date, the contractor will be charged with an overall liquidated damage specified in the amount of **\$100.00** per day for each full day that the Work is not fully completed. This damage will be assessed independently of the liquidated damages (per project) as specified above.

H. Utilities

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

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

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

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

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

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

I. Liquidated Damages To MoDOT Intelligent Transportation Systems (ITS)

1.0 Description. MoDOT has an ITS facility located along the east side of Des Peres Road and crosses the proposed 24 inch pipe between Structure 1-2 and 1-1 as shown on Plan Sheet No. 2 and the Culvert Sheet. **As noted on the plans, MoDOT ITS**

(Intelligent Transportation Systems) facilities consisting of fiber optic cables and conduit are located within the project limits and SHALL NOT be disturbed during this work. If MoDOT ITS is not operational, 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 \$250 per hour for each full hour that this ITS facility is not operational.**

2.0 Construction Requirements. The contractor shall hand dig around the conduit to locate it and to prevent damage. The contractor shall not disturb this facility and shall protect it from sagging while performing the culvert installation work in the vicinity of this facility. The contractor shall support the conduit as necessary to prevent sagging that could impact the fiber inside.

3.0 Basis of Payment. No direct payment will be made for compliance to this specification.

J. Standard Specifications

All items and materials used for this contract shall be in accordance with the applicable portions of the Missouri Standard Specification Book for Highway Construction, and specifically as follows;

| | |
|-------------|---|
| Section 206 | Excavation for Structures |
| Section 501 | Concrete |
| Section 604 | Miscellaneous Drainage |
| Section 609 | Paved Drainage |
| Section 614 | Drainage Fittings |
| Section 726 | Rigid Pipe Culverts |
| Section 731 | Precast Reinforced Concrete Manhole and Drop Inlets |
| Section 734 | Installation of Pipe By Horizontal Boring Methods |

This list is not all-inclusive. It shall be the Contractor's responsibility to perform all work in accordance with the prevailing Standard Specifications on the letting date of this contract.

K. Standard Plans

All material, equipment and construction requirements for items specified in this project shall be in accordance with the Missouri Standard Plans for Highway Construction.

| | |
|--------|------------------------------------|
| 609.15 | Paved Ditches |
| 609.60 | Rock Ditch Liner |
| 614.10 | Grates and Bearing Plates |
| 726.30 | Rigid Culvert Installation Methods |
| 731.10 | Precast Drop Inlet |
| 732.00 | Flared End Section |
| 806.10 | Temporary Erosion Control Measures |

This list is not all-inclusive. It shall be the Contractor's responsibility to perform all work in accordance with the prevailing Standard Plans for Highway Construction on the letting date of this contract.

L. Invoicing and Payment Requirements:

- 1.0 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
- 2.0 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.
- 3.0 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.
- 4.0 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 5.0 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.
- 6.0 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.
- 7.0 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.
- 8.0 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
- 9.0 Payment shall be made per contractor invoice upon satisfactory completion of all work items and the receipt of required documentation

M. Other Contractual Requirements:

- 1.0 **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.

2.0 Prevailing Wage:

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

3.0 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.

4.0 Insurance Requirements:

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 "**SL14-082-RW Drainage Repair**."

3.1.3 All bids must be received at the following address no later than **March 5, 2014 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.
- 3.1.10 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

4.0 PRICING PAGE SL14-082-RW

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

| QTY | U/M | DESCRIPTION | UNIT COST | EXTENDED COST |
|------------|-----------------|---|----------------------------|----------------------|
| 1 | Lump Sum | Removal of Improvements | | |
| 102 | CuYd | Class 3 Excavation | | |
| 4 | CuYd | Furnishing Rock Fill | | |
| 4 | CuYd | Placing Rock Fill | | |
| 148 | SqYd | Paved Ditch | | |
| 92 | SqYd | Furnishing Type 4 Rock Ditch Liner | | |
| 92 | SqYd | Placing Type 4 Rock Ditch Liner | | |
| 37 | CuYd | Bedding Material for Rock Ditch Liner | | |
| 1 | Each | Grate and Bearing Plate (5'x 3') | | |
| 1 | Each | Grate and Bearing Plate (5'-1" x 3'-1") | | |
| 252 | SqFt | Construction Signs | | |
| 2 | Each | Advanced Warning Rail System | | |
| 8 | Each | Flag Assembly | | |
| 80 | Each | Channelizer (Trim Line) | | |
| 12 | Each | Directional Indicator Barricade | | |
| 2 | Each | Flashing Arrow Panel | | |
| 1 | Lump Sum | Mobilization | | |
| 70 | CuYd | Flowable Backfill | | |
| 1 | Lump Sum | Contractor Furnished Surveying | | |
| 41 | LF | 24" Pipe Group B | | |
| 71 | LF | 24" Jacked Class III RCP (Gasket Type) | | |
| 15 | LF | Precast Drop Inlet, 5'x 3' | | |
| 1 | Each | 24" Group B Flared End Section | | |
| 0.1 | Acres | Seeding – Warm Season Mixtures | | |
| 6 | Each | Type II Ditch Check | | |
| | | | 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 V SL14-82-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

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 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.

- 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.