

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES- PROCUREMENT
St. Louis District, 2309 BARRETT STATION RD,
BALLWIN, MO 63021

REQUEST NO.	SL15-074-RW
DATE	February 2, 2015
PAGE NO.	1
NO. OF PAGES	22

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

10:00 a.m., Local Time, February 25, 2015

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

Application of Restorative Seal Treatment on Rte. DD, St. Charles County, MO.

COMPLETION DATE: June 15, 2015

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 provide services to apply a rejuvenating restorative seal treatment to the driving lanes in St. Charles County, MO., as indicated below and in accordance with terms and specifications of this RFB.

- Route DD from Route D to 0.3 miles west of I-64, approximately 5.6 miles in length, St. Charles County, Missouri

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 February 25, 2015.**

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 apply a restorative rejuvenating seal treatment at the designated location, 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
- (7) Plans, separate PDF files.

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.sht

2.1 General Requirements:

2.1.1 The contractor shall furnish all equipment and personnel and materials to complete all requirements to apply are restorative rejuvenating seal treatment to driving lanes ,at the specified location, for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.

2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.

2.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

2.2 Specific Requirements:

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

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

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

2.3 Invoicing and Payment Requirements:

2.3.1 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

2.3.2 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.

2.3.3 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.

- 2.3.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.3.5 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.
- 2.3.6 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.
- 2.3.7 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
- 2.3.8 Payment shall be made per contractor invoice upon satisfactory completion of all work items and the receipt of required documentation

2.4 Other Contractual Requirements:

- 2.4.1 **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.
- 2.4.2 Prevailing Wage:
- a. **General Wage Order # 58, to apply, St. Charles County, MO.**

2.4.3 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.

2.4.4 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.

2.4.5 Personal Protective Equipment:

- a. All contractor and subcontractor employees utilized in the performance of work resulting from this request must adhere to OSHA standards and at a minimum shall utilize appropriate head, eye and foot protection in the performance of work.
- b. All workers within highway right of way shall wear approved ANSI/ISEA 107 Performance Class 2 or 3 safety apparel and more specifically as follows:
 - 1) **Daytime Flagger.** During daytime activities, flaggers shall wear a high visibility hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear. Hard hats other than high visibility orange or green shall be covered with a high visibility covering.
 - 2) **Daytime Worker.** During daytime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear.
 - 3) **Nighttime Flagger.** During nighttime activities, flaggers shall wear a high visibility/reflective hard hat, safety glasses, a Performance Class 3 top AND Class E bottoms, OR Performance Class 2 top AND Class E bottoms, and safety footwear. Hard hats shall be reflective or covered with a high visibility covering.
 - 4) **Nighttime Worker.** During nighttime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR Performance Class 2 top AND Class E bottoms, and safety footwear.

. 2.4.6 **Liquidated damages:**

- a. It is the objective of the District to obtain performance in accordance with the terms of the specifications and at the standards set forth in this contract. 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 administration cost, potential liability, traffic and traffic flow regulation cost, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the Offeror will be charged with liquidated damages specified in the amount of **\$1800.00** per day for each day in excess of the completion date.
- b. The said liquidated damages specified will be assessed regardless if whether it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract. Days that the Department has suspended the project operations will not be assessed liquidated damages.
- c. The Offeror shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the Offeror as a direct payment to MoDOT, at the sole discretion of MoDOT.
- d. The contractor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.
- e. 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.

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 **"SL15-074-RW Rejuvenating Seal Treatment"**.
- 3.1.3 All bids must be received at the following address no later than **February 25, 2015 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. PRICING PAGE SL15-074-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.

Item #	Description	U/M	QTY	COST U/M	EXTENDED COST
001	Rejuvenating Restorative Seal Treatment (77,123.6 SQYD)	Lump Sum	1		
002	Construction Signs	SF	476.0		
003	Advanced Warning Rail System	Each	2		
004	Flag Assembly	Each	12		
005	Channelizer (Trim Line)	Each	40		
006	Mobilization	Lump Sum	1		
007	Temporary pavement marking	Each	732		
008	TOTAL EXTENDED COST				

COMPANY: _____ **DATE;** _____

SIGNATURE: _____

Attachment I
PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

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

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

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

FOR CORPORATIONS:

State in which incorporated: _____
FOR OTHERS:

State of domicile: _____
FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

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

BY (signature required): _____

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

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

Attachment II

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

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

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

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

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

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

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

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

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

(attach an additional sheet if necessary)

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

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

CERTIFICATION

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

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

Attachment III

SIGNATURE AND IDENTITY OF BIDDER

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

() sole individual

() partnership

() joint venture

() corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners,
or joint ventures:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri

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

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary

Title

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

State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and.

Attachment IV
WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity. I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo. In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3). I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

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

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP
(a separate affidavit is required for each owner and general partner) *(if applicable)*

STATE OF _____)
) ss

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

☐ I am the _____ of _____, which is applying for a
owner or partner public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT). I am classified by the United States of America as: (check the applicable box) a
United States citizen. an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

Attachment V SL15-074-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) I-70 _____

_____ in County(ies),

project (s) St. Charles, SL15-053-RW _____

_____ for construction or improvement of state highway as set out in said bid;

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

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

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

Principal

SEAL By _____

Signature

Surety

SEAL By _____

Signature of Attorney in Fact

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

Attachment VI

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

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

Definitions:

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

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

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

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

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

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

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

Veteran Information

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

Business Information

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

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

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

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. 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

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atus:

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

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:

- 2) 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.

Bid Guaranty/Contract Bond

- d. 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.
- e. 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 State of Missouri 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.
- f. 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.

- d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/qc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Attachment IV
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Attachment V.

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.

Prevailing Wage

The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.

- a. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **St. Charles General Wage Order # 58** is attached to the bid documents
- b. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- c. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- d. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

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. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day

Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. 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**.
- c. 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.

Personal Protective Equipment

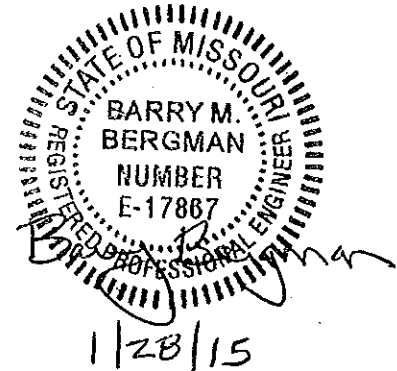
All contractor and subcontractor employees utilized in the performance of work resulting from this request must adhere to OSHA standards and at a minimum shall utilize appropriate head, eye and foot protection in the performance of work.

- c. All workers within highway right of way shall wear approved ANSI/ISEA 107 Performance Class 2 or 3 safety apparel and more specifically as follows:
 - 5) **Daytime Flagger.** During daytime activities, flaggers shall wear a high visibility hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear. Hard hats other than high visibility orange or green shall be covered with a high visibility covering.
 - 6) **Daytime Worker.** During daytime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear.
 - 7) **Nighttime Flagger.** During nighttime activities, flaggers shall wear a high visibility/reflective hard hat, safety glasses, a Performance Class 3 top AND Class E bottoms, OR Performance Class 2 top AND Class E bottoms, and safety footwear. Hard hats shall be reflective or covered with a high visibility covering.
 - 8) **Nighttime Worker.** During nighttime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR Performance Class 2 top AND Class E bottoms, and safety footwear.

Rte. DD, Rte. D to I-64
St. Charles County
Job No. WRSC0DDA
Pavement Rejuvenator
Exhibit A

SCOPE OF WORK

St. Louis District,
Pavement Rejuvenator
Job Number # WRSC0DDA



Miscellaneous Contract Requirements and Specifications

A. Work Location

Rte. DD from Rte. D to 0.3 miles west of I-64, approximately 5.6 miles in length.
St. Charles County

B. Work Description

The purpose of this project is to apply a rejuvenating restorative seal treatment to the driving lanes on Rte. DD in St. Charles County. All work shall be completed as shown on the construction 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. Tabulation of Quantities

Rejuvenating Restorative Seal Treatment (77,123.6 sy)	1 Lump Sum
Construction Signs	476.0 Square Feet
Advanced Warning Rail System	2 Each
Flag Assembly	12 Each
Channelizer (Trim Line)	40 Each
Mobilization	1 Lump Sum
Temporary Pavement Marking	732 Each

D. 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.

1.1 **Work Zone Specialist (WZS).** The Traffic Management Plan shall name an individual, either employed by the contractor or hired by the contractor, to act as the Work Zone Specialist throughout the entirety of the project. Any change in personnel for the WZS shall be submitted in written form to the engineer. This individual will be a trained Workzone Specialist in accordance with Standard Specifications Section 616.3.4 and will be directly involved with daily traffic management and traffic

management planning. It will be the responsibility of the WZS to coordinate daily traffic management between MoDOT inspection staff (when present) and Transportation Management Center (TMC) (when MoDOT inspector is not present). The WZS shall maintain daily contact with MoDOT either through on-site MoDOT inspector or telecommunication to MoDOT Transportation Management Center (TMC) traffic management operations.

1.2 Maintaining Work Zones and Work Zone Reviews. The WZS shall maintain work zones on a daily basis to assure safety to the traveling public and the workers. If the engineer or a designated MoDOT employee (identified at the preconstruction meeting) notifies the WZS of any safety or traffic delay concerns in the work zone, the WZS shall immediately work to correct the situation. The WZS shall have personnel reviewing regular traffic control items daily and any temporary lane drop traffic control items initial set up and during the operation. Traffic control items shall typically be corrected without the need for direction by the engineer. The WZS is responsible to assure all traffic control devices are maintained in accordance with EPG standards. The WZS is responsible to assure work zone is operated within the hours specified by the engineer and will not deviate from the specified hours without prior approval of the engineer. WZS is responsible to manage work zone delay in accordance with the principles and guidelines of traffic delay mitigation established by the St. Louis District Work Zone Level of Impact (WZLOI). The WZS and engineer shall submit one joint weekly technical review of work zone operations indentifying any concerns present and the corrective actions taken. Multiple reviews rated 100% will be subjected to unannounced inspections to corroborate validity of multiple ratings. Engineer and WZS will be notified of results.

1.3 Work Zone Conflict Resolution Plan. The WZS shall be presented a copy of St. Louis District Work Zone Conflict Resolution Plan and acquire a working knowledge of expectations in traffic mitigation. The engineer or its designee will notify the contractor first verbally if work zone is not maintained at an acceptable level. If first verbal notification does not resolve the work zone deficiency(s), then the engineer or its designee will proceed upwards utilizing the Work Zone Resolution Ladder until all concerns are resolved. The engineer may use an order record to correct traffic control items. The order record shall state the correction(s) necessary and the time frame by which the corrections shall be made. Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless if user costs are being charged for closures.

1.4 Description. The traffic control plans do not show defined construction stages for completion of the work required for this contract. The traffic control plans illustrate standard lane and shoulder closure operations. The summation of quantities assumes that a maximum of two lane closure operations are active at any time. The contractor shall perform the work with a minimal impact to traffic. If the contractor elects to modify the traffic control set up to allow for additional clearance or for a different construction approach, the cost of any additional striping, striping removal, temporary striping, temporary striping removals and traffic control devices required to conform to MoDOT's Engineering Policy Guide requirements shall be borne entirely by the contractor. Alternate traffic control plans shall be submitted to the engineer for approval and shall be signed and sealed by a professional engineer in the State of Missouri.

2.0 Traffic Management Schedule.

2.1 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. 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 request permission 48 hours prior to lane closures or shifting traffic onto detours. This is to ensure closures do not conflict with other work within the zone of influence and the work zone information on the website can remain real-time. In accordance with Management of Traffic (MOT) procedures, the contractor will need to submit lane closure for the following week by Monday 3:00pm.

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

2.4 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is 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. The contractor shall begin mitigation measures whenever traffic congestion reaches excess of 10 minutes to prevent congestion escalating to 15 minute or above threshold.

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 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.

2.5.2 Traffic Safety.

2.5.2.1 Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway, 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, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway 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 1000 feet (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided highways and 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 undivided highways.

3.0 Work Hour Restrictions.

3.1 There are six major holidays throughout the calendar year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. To minimize any impacts work may have

Rte. DD, Rte. D to I-64
St. Charles County
Job No. WRSC0DDA
Pavement Rejuvenator
Exhibit A

on traffic during these holidays, all lanes shall be scheduled to be open to traffic from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

3.2 The contractor shall not perform any construction operation on any roadbed, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

3.3 The Contractor shall not perform any construction operations on the roadbed between the hours of 5:00 AM to 9:00 AM and from 3:00PM to 9:00PM Monday through Sunday. Any construction operations requiring lane closures will be required to be completed between the hours of 9:00 AM and 3:00 PM and from 9:00PM to 5:00AM Monday through Sunday. It shall be the responsibility of the engineer to determine if the above work hours may be modified.

3.4 The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closure without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1000 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not 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 unapproved closure time.

3.4.1 The said liquidated damages specified will be assessed regardless if it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract.

4.0 Detours and Lane Closures.

4.1 MoDOT will provide changeable message signs notifying motorists of future traffic disruption and possible traffic delays one week prior to lane closures. The changeable message signs shall be installed at a location as approved or directed by the engineer. The changeable message signs will be capable of communication with the Transportation Management Center (TMC) prior to installation on right of way. All messages deployed shall be approved and authorized by engineer or its designee.

4.2 At least one lane of traffic in each direction on all roadways shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to halt traffic will be designated by the engineer.

4.3 Mobile operations for striping, removals and pavement markers are permitted within the scope of approved traffic control plan provided with plans. In the event traffic control for mobile operations on this project is not addressed, the contractor shall submit a mobile operation traffic control plan to the

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St. Charles County
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Pavement Rejuvenator
Exhibit A

engineer before operation may begin. On high-speed roadways, a third shadow vehicle should be used with Shadow Vehicle 1 in the closed lane, Shadow Vehicle 2 straddling the edge line, and Shadow Vehicle 3 on the shoulder. Reference mobile operation principles established within EPG 616.11.5 or MUTCD 6G.02, Typical Application 6H -35.

4.4 Coordination with other Projects. The contractor shall coordinate traffic management between this project and any other projects on Rte. DD. We are not aware of any active MoDOT projects in this area.

4.5 This list of projects is not all inclusive. The contractor shall be aware that there may be other projects including, but not limited to, Utility, St. Charles County, 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 other than the ones listed above may impact this project and work to coordinate construction and traffic management efforts between this project and any other project involved.

5.0 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.

E. Rejuvenating Restorative Seal Treatment

1.0 Description. This work shall consist of furnishing and applying a surface rejuvenating seal treatment to the existing driving lanes as shown on the plans. The restorative rejuvenating sealing treatment shall be a naphthenic maltene-based rejuvenating agent that is in accordance with this specification.

2.0 Material Requirements.

2.1 Emulsified Material. The emulsified asphalt restoring agent shall be a naphthenic maltene-based rejuvenating agent composed of four maltene components: Polar Compounds, ^{1st} Acidaffins, Saturates, and ^{2nd} Acidaffins. The maltene compounds shall be uniformly emulsified with water and shall be in accordance with the following:

Naphthenic Emulsified Asphalt Restoring Agent Requirements			
	Min.	Max.	Test Method

Viscosity, Saybolt Furol at 25 C, s	25	150	ASTM D244
Sieve Test, %	--	0.1	ASTM D244 (Mod ¹)
Particle charge test	Positive		ASTM D244
1-day Settlement, %	--	1.0	ASTM D244
Residue, %	64	--	ASTM D244 (Mod ²)
Test on Residue from Distillation	Min.	Max.	Test Method
Viscosity, 60° C, cSt	1000	4000	ASTM D2170
Maltene Distribution Ratio: (Polar Compounds) + (First Acidaffins) (Saturates) + (Second Acidaffins)	0.7	1.1	ASTM D2006-70
(Polar Compounds) (Saturates) ; Ratio	0.5	--	ASTM D2006-70
Asphaltenes, %	--	14.0	ASTM D2006-70

¹ Test procedure identical with ASTM D244 except that distilled water shall be used in place of two percent sodium oleate solution.

² ASTM D244 Evaporation Test for percent residue is modified by heating a 50 gram sample to 149° C until foaming ceases, then cooling immediately and calculating results.

2.2 Mineral Aggregate. Fine aggregates materials shall be in accordance with Section 1002.3 of the Standard Specification with the following gradation requirements.

Sieve Size	% Passing
3/8"	100
#4	99
#8	61-69
#16	28-36
#30	11-19
#50	5-11
#100	5-9
#200	4-8

The gradation requirements may be waived by the engineer based upon an acceptable test strip placed on the project.

2.3 Water. Water shall be potable and free of harmful soluble salts.

2.4 Mix Design. The contractor shall submit to the engineer at least 30 days before the work commences the manufacturer's certification that the material is in compliance with the emulsified asphalt rejuvenating agent requirements. The contractor shall report the total dilution rate required as specified by the manufacturer.

The product "CRF"® as manufactured by Corrective Asphalt Materials (CAM), LLC is a proven product that complies with the above requirements. However, other equivalent products may be accepted depending on compliance with this specification.

3.0 Construction Requirements.

3.1 Material Handling. All material shall be handled and mixed in accordance with the manufacturer's recommendations.

3.2 Equipment. The rejuvenating material shall be uniformly applied with a distributor capable of applying controlled rates from 0.05 to 0.5 gallons per square yard, with an allowable variation not to exceed 5 percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, and volume measuring device. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

The truck used for fine aggregate applications shall be equipped with a fine aggregate spreader that allows fine aggregate to be uniformly distributed onto the pavement. The spreader shall be capable of applying 2 to 6 pounds of fine aggregate per square yard in a single pass.

3.4 Environmental Protection. The contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment.

3.5 Weather Limitations. The rejuvenating material shall not be placed on any wet or damp surface. The rejuvenating material shall not be placed when the ambient temperature or pavement temperature is below 40° F. Temperatures shall be obtained in accordance with MoDOT Test Method TM 20.

3.6 Surface Preparation. The surface shall be thoroughly cleaned immediately prior to placing the surface treatment.

3.8 Dilution. The rejuvenating material shall be blended with water at the rate specified by the manufacturer. The combined mixture of the emulsified asphalt rejuvenating agent and water shall be reported to the Engineer.

3.9 Placement. The target rate of application of the rejuvenating material shall be 0.12 gal/yd². The engineer may make adjustments to the spray rate based on the existing pavement surface condition and the recommendations of the manufacturer.

3.10 Opening to Traffic. After the rejuvenating sealant application, the roadway shall remain closed until the surface is allowed to cure and the fine aggregate cover material is applied.

3.11 Basis of Acceptance.

3.11.1 Field Testing. The following field testing requirements shall be required on all mainline pavements using the restorative rejuvenating sealant treatment. The field testing requirements are not required for the treatment used on shoulders.

The contractor shall obtain twelve 6-inch diameter cores per project at random locations selected by the engineer. Six cores shall be taken prior to the rejuvenating sealant treatment ("untreated") and six cores obtained at a minimum of 30-days after the rejuvenating treatment is applied ("treated"). The six cores shall be combined from each set ("untreated" vs. "treated") for asphalt extraction and testing. The pavement cores shall be stored in clean covered containers that are clearly marked with following information: Project number, date sampled, sample location, "untreated" or "treated", sampler name and phone number. The pavement cores shall be submitted to the engineer for testing at the MoDOT Central Laboratory in accordance with the following specifications:

The asphalt binder from the top 3/8-inch of the surface of the cores from each set extracted in accordance with AASHTO T164 - *Extraction of Asphalt*.

The asphalt binder shall be tested in accordance with the following specifications:

AASHTO T 49 - Penetration
AASHTO T 201 - Kinematic Viscosity

Satisfactory service from the restorative rejuvenating sealant treatment shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder as follows:

The kinematic viscosity of the treated cores shall be reduced by a minimum of 20 percent of the untreated cores.

The penetration value of the treated cores shall be increased by a minimum of 15 percent of the untreated cores.

Restorative rejuvenating sealants not meeting the viscosity and penetration requirements shall be considered unacceptable material. The contractor shall reapply the rejuvenating sealant treatment and re-test for compliance.

3.11.2 Field Performance. The finished rejuvenating sealant treatment shall be evaluated by the engineer based on uniform coverage at the rate specified in the contract. A final surface with insufficient or inconsistent coverage shall be considered unacceptable material.

4.0 Method of Measurement. Final measurement of the surface treatment will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. Where required, measurement of the surface treatment, complete in place, will be made to the nearest square yard. The revision or correction will be computed and added to or deducted from the contract quantity.

5.0 Basis of Payment. The accepted quantity of Rejuvenating Restorative Seal Treatment,

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Exhibit A

in place, will be paid for with a lump sum unit price. No separate payment will be made for any additional construction methods or processes. Manufacturer shall report the unit weight (lbs/gallon) of the rejuvenating sealing material on the bill of lading.

F. 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 by a calendar date 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: June 15, 2015.

1.2 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: \$1,800.00

1.3 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 **\$1,800.00** 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.

G. Utilities

1.0 For informational purposes only the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

Utility Name	Known Required Adjustment	Type
Mr. Randy Hunt Ameren-Missouri 2100 Bluestone Drive St. Charles, Missouri 63303 Telephone: 636-925-3236 Email: rhunt@ameren.com	None	Power-Distribution

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 Exhibit A

Mr. Wade Weakley AT&T - Distribution 402 N. 3 rd . Street St. Charles, Missouri 63301 Phone: 636-949-1320 Email: ww8571@att.com	None	Communication
Mr. John Phillips City of St. Charles 200 North Second Street St. Charles, MO 63301 Telephone: (636) 609-4223 Email: john.phillips@stcharlescitymo.gov	None	Water
Mr. Steve Gerrein Charter Communications 815 Charter Commons Chesterfield, MO. 63017 Telephone: (636) 387-6641 Email: Steve.Gerrein@chartercom.com	None	Communication
Mr. Jason Johns LightCore, a CenturyLink Company 16141 Swingley Ridge Road, Suite 200 Chesterfield, MO 63017 Telephone: 916-296-8520 Email: Jason.Johns@CenturyLink.com	None	Communication

1.1 Missouri Standard Specification Book for Highway Construction, SECTION 105 CONTROL OF WORK, 105.7 COOPERATION WITH UTILITIES: Contractor shall adhere to all specifications.

H. 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 413 Surface Treatments
 Section 616 Temporary Traffic Control
 Section 620 Pavement Marking
 Section 1063 Temporary Traffic Control Devices

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St. Charles County
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Pavement Rejuvenator
Exhibit A

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.

I. 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.

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.

J. Striping

The contractor shall be responsible for the placement of temporary pavement marking.

Final centerline and edgeline striping will be done by MoDOT forces.

DESIGN DESIGNATION
ROUTE D TO DIEHR RD.
A.A.D.T. -- 2014 = 1149
T = 11%
V = 55 M.P.H.
DIEHR RD. TO W. OF I-64
A.A.D.T. -- 2014 = 3362
T = 5%
V = 55 M.P.H.
FUNCTIONAL CLASSIFICATION- MAJOR COLLECTOR
SUPPLEMENTARY

NO RW WILL BE REQUIRED FOR THIS PROJECT

CONVENTIONAL SYMBOLS
(USED IN PLANS)
EXISTING NEW
BUILDINGS AND STRUCTURES
GUARD RAIL
CONCRETE RIGHT-OF-WAY MARKER
STEEL RIGHT-OF-WAY MARKER
LOCATION SURVEY MARKER
UTILITIES
FIBER OPTICS
OVERHEAD TELEPHONE
UNDERGROUND TELEPHONE
OVERHEAD POWER
UNDERGROUND POWER
GAS
WATER
MANHOLE
FIRE HYDRANT
WATER VALVE
WATER METER
DROP INLET
DITCH BLOCK
GROUND MOUNTED SIGN
LIGHT POLE
H-FRAME POWER POLE
TELEPHONE PEDESTAL
FENCE
CHAIN LINK
WOVEN WIRE
GATE POST
BENCHMARK
NOTE: DASHED OR OPEN SYMBOLS INDICATE
EXISTING FEATURES

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PLANS FOR PROPOSED
STATE HIGHWAY
ST. CHARLES COUNTY
PAVEMENT REJUVENATION PROJECT

DISCLAIMER
THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL
SEAL APPEAR HEREON ASSUMES RESPONSIBILITY
ONLY FOR WHAT APPEARS ON THIS PAGE, AND
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SPECIFICATION, ESTIMATES, REPORTS, OR OTHER
DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE
UNDERSIGNED PROFESSIONAL RELATING TO OR
INTENDED TO BE USED FOR ANY PART OR PARTS OF
THE PROJECT TO WHICH THIS PAGE REFERS.

STATION 238+26.30
BEGIN PROJECT
STATION 534+83.86
END PROJECT
PROJECT LIMITS
REJUVENATING RESTORATIVE SEAL TREATMENT

INDEX OF SHEETS
DESCRIPTION SHEET NUMBER
TITLE SHEET 1
TYPICAL SECTIONS (TS) (XX SHEETS) 2
QUANTITIES (QU) (XX SHEETS) 3
TRAFFIC CONTROL SHEETS (TC) 4

STATE OF MISSOURI
REGISTERED PROFESSIONAL ENGINEER
BARRY M. BERGMAN
NUMBER E-17867
1/28/15

THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT.
DATE
DATE PREPARED 1/28/2015
ROUTE DD STATE MO
DISTRICT SL SHEET NO. 1
COUNTY ST. CHARLES
JOB NO. WRSCODDA
CONTRACT ID.
PROJECT NO.
BRIDGE NO.

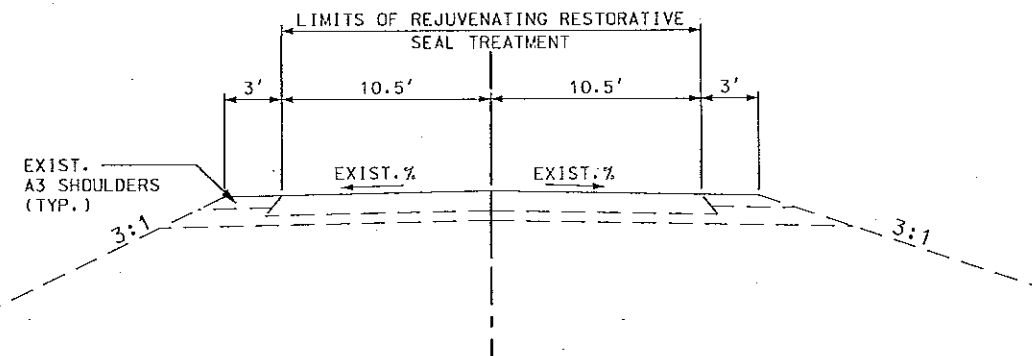
LENGTH OF PROJECT
BEGINNING OF PROJECT STA. 238 + 26.30
END OF PROJECT STA. 534 + 83.86
APPARENT LENGTH 29657.56 FEET
EQUATIONS AND EXCEPTIONS:
EQ. STA 387+60.13 BK. = +349.93
STA 384+10.20 AND.
EXC. STA 384+10.20 TO -739.80
STA 391+50
TOTAL CORRECTIONS -389.87 FEET
NET LENGTH OF PROJECT 29267.69 FEET
STATE LENGTH 5.543 MILES

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
LOCATION SKETCH
NOT TO SCALE

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

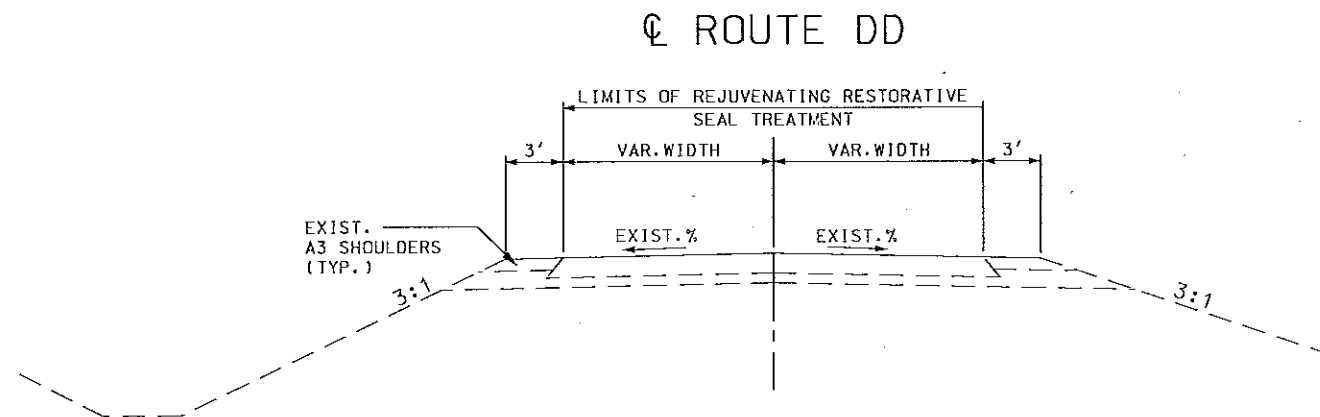
001_Title_WRSC070E_11.dgn 7:53:00 AM 1/28/2015

Q ROUTE DD

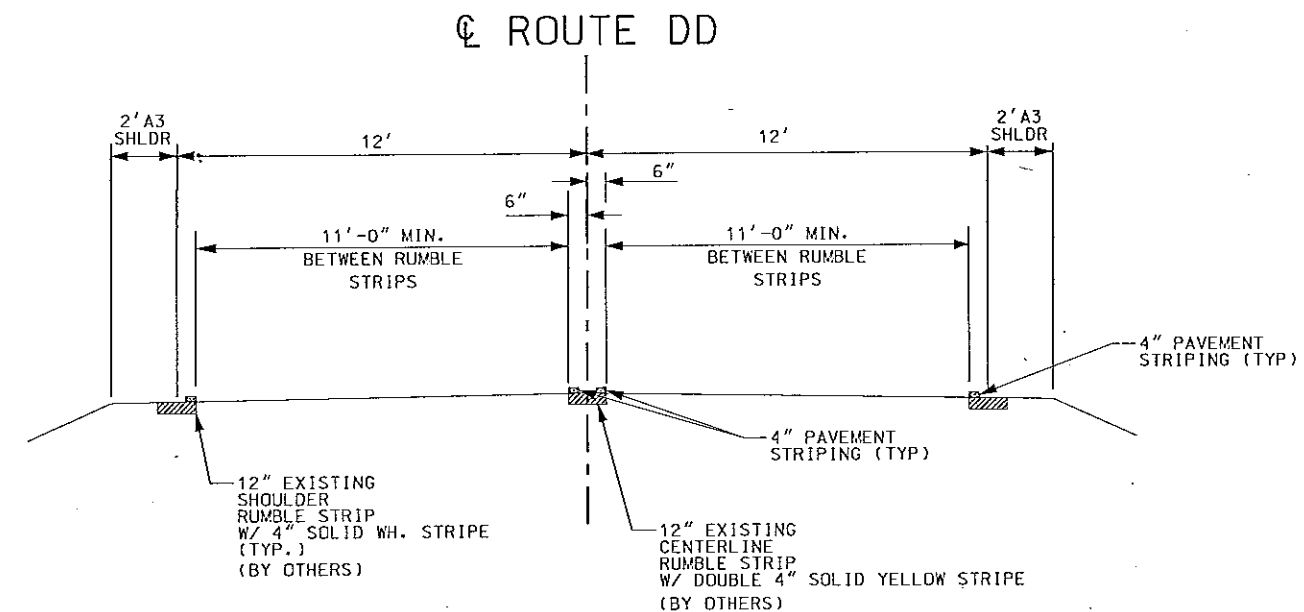


DATE PREPARED	
1/27/2015	
ROUTE	STATE
DD	MO
DISTRICT	SHEET NO.
SL	2
COUNTY	
ST. CHARLES	
JOB NO.	
WRS CODDA	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	


ROUTE DD TYPICAL SECTION
STA. 238+26.30 TO 453+92.67



ROUTE DD TYPICAL SECTION
STA. 453+92.67 TO 534+83.86



DETAIL OF EXISTING RUMBLE STRIPS AND PAVEMENT STRIPING PLACEMENT



**MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION**

**105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)**

TYPICAL SECTIONS
SHEET 1 OF 1

NOT TO SCALE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION																TRAFFIC CONTROL QUANTITIES															
DISCLAIMER																DISCLAIMER															
THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO) SPECIFICATION, ESTIMATES, REPORTS, OR DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO THE PROJECT TO WHICH THIS PAGE REFERS.																THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO) SPECIFICATION, ESTIMATES, REPORTS, OR DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO THE PROJECT TO WHICH THIS PAGE REFERS.															
WARNING SIGNS																GUIDE SIGNS															
SIGN	SIZE (IN.)	AREA (SQ. FT.)	QTY	TOTAL AREA	QTY RELOC	TOTAL RELOC AREA	DESCRIPTION	SIGN	SIZE (IN.)	AREA (SQ. FT.)	QTY	TOTAL AREA	QTY RELOC	TOTAL RELOC AREA	DESCRIPTION																
WD1-1L	48X48	16.00					TURN (SYMBOL LEFT ARROW)	WD20-5a	48X48	16.00					2 RIGHT/CENTER/LEFT LANES CLOSED AHEAD																
WD1-1R	48X48	16.00					TURN (SYMBOL RIGHT ARROW)	WD20-6a	48X48	16.00					RIGHT/CENTER/LEFT LANE CLOSED																
WD1-2L	48X48	16.00					CURVE (SYMBOL LEFT ARROW)	WD20-7a	48X48	16.00	2	32.00			FLAGGER (SYMBOL) WITH FLAGS																
WD1-2R	48X48	16.00					CURVE (SYMBOL RIGHT ARROW)	WD21-2	36X36	9.00					FRESH OIL																
WD1-3L	48X48	16.00					REVERSE TURN (SYMBOL LEFT ARROW)	WD21-5b	48X48	16.00					SHOULDER WORK AHEAD																
WD1-3R	48X48	16.00					REVERSE TURN (SYMBOL RIGHT ARROW)	WD22-1	48X48	16.00					BLASTING ZONE AHEAD																
WD1-4L	48X48	16.00					REVERSE CURVE (SYMBOL LEFT ARROW)	WD22-2	42X36	10.50					TURN OFF 2-WAY RADIO AND PHONE																
WD1-4R	48X48	16.00					REVERSE CURVE (SYMBOL RIGHT ARROW)	WD22-3	42X36	10.50					END BLASTING ZONE																
WD1-4bL	48X48	16.00					DOUBLE ARROW REVERSE CURVE (SYMBOL LEFT ARROWS)	WD22-6e	21X15	2.19					WET PAINT (ARROW PIVOTS)																
WD1-4bR	48X48	16.00					DOUBLE ARROW REVERSE CURVE (SYMBOL RIGHT ARROWS)	REGULATORY SIGNS																							
WD1-4cL	48X48	16.00					TRIPLE ARROW REVERSE CURVE (SYMBOL LEFT ARROWS)	SPECIAL	36X36	9.00					FRESH OIL/LOOSE GRAVEL																
WD1-4cR	48X48	16.00					TRIPLE ARROW REVERSE CURVE (SYMBOL RIGHT ARROWS)	E05-1	36X48	12.00					GORE EXIT																
WD1-6	60X30	12.50					HORIZONTAL ARROW (SYMBOL)	E05-2	48X36	12.00					EXIT OPEN																
WD1-6a	72X36	18.00					HORIZONTAL ARROW (SYMBOL ON PERMANENT BARRICADE)	E05-2a	48X36	12.00					EXIT CLOSED																
WD1-7	60X30	12.50					DOUBLE HEAD HORIZONTAL ARROW (SYMBOL)	G020-1	60X24	10.00					ROAD WORK NEXT XX MILES																
WD1-7a	72X36	18.00					DOUBLE HEAD HORIZONTAL ARROW (SYMBOL ON PERMANENT BARRICADE)	G020-2	48X24	8.00					END ROAD WORK																
WD1-8	18X24	3.00					CHEVRON (SYMBOL)	G020-4	36X18	4.50					PILOT CAR FOLLOW ME																
WD1-8a	30X36	7.50					CHEVRON (SYMBOL FOR DIVIDED HIGHWAYS)	SPECIAL	42X30	8.75					PLEASE WAIT FOR PILOT CAR																
WD3-1	48X48	16.00					STOP AHEAD (SYMBOL)	G020-5aP	36X24	6.00	2	12.00			WORK ZONE (PLAQUE)																
WD3-2	48X48	16.00					YIELD AHEAD (SYMBOL)	M04-8a	24X18	3.00					END DETOUR																
WD3-3	48X48	16.00					SIGNAL AHEAD (SYMBOL)	M04-9L	48X36	12.00					DETOUR (LEFT ARROW)																
WD3-4	48X48	16.00					BE PREPARED TO STOP	M04-9R	48X36	12.00					DETOUR (RIGHT ARROW)																
WD3-5	48X48	16.00	2	32.00			SPEED LIMIT AHEAD	M04-10L	48X18	6.00					DETOUR (ARROW LEFT)																
WD4-1L	48X48	16.00					MERGE (SYMBOL FROM LEFT)	M04-10R	48X18	6.00					DETOUR (ARROW RIGHT)																
WD4-1R	48X48	16.00					MERGE (SYMBOL FROM RIGHT)	MISCELLANEOUS SIGNS																							
WD5-1	48X48	16.00					ROAD/BRIDGE/RAMP NARROWS	R1-1	48X48	13.25					STOP																
WD5-3	48X48	16.00					ONE LANE BRIDGE	R1-2	48 TRI.	6.93					YIELD																
WD5-5	48X48	16.00					NARROW LANES	R1-2a	36X36	9.00					TO ONCOMING TRAFFIC (PLAQUE)																
WD6-1	48X48	16.00					DIVIDED HIGHWAY (SYMBOL)	R1-3	20X9	1.25					X-WAY (PLAQUE)																
WD6-2	48X48	16.00					DIVIDED HIGHWAY END (SYMBOL)	R2-1	36X48	12.00	4	48.00			SPEED LIMIT XX (2-35) (2-55)																
WD6-3	48X48	16.00					TWO WAY TRAFFIC (SYMBOL)	R3-1	48X48	16.00					NO RIGHT TURN (SYMBOL)																
WD7-3a	30X24	5.00					NEXT XX MILES (PLAQUE)	R3-2	48X48	16.00					NO LEFT TURN (SYMBOL)																
WD8-1	48X48	16.00					BUMP	R3-3	36X36	9.00					NO TURNS																
WD8-2	48X48	16.00					DIP	R3-4	48X48	16.00					NO U-TURN (SYMBOL)																
WD8-3	48X48	16.00					PAVEMENT ENDS	R3-7L	30X30	6.25					LEFT LANE MUST TURN LEFT																
WD8-4	48X48	16.00					SOFT SHOULDER	R3-7R	30X30	6.25					RIGHT LANE MUST TURN RIGHT																
WD8-5	48X48	16.00					SLIPPERY WHEN WET (SYMBOL)	R4-1	36X48	12.00					DO NOT PASS																
WD8-6	48X48	16.00					TRUCK CROSSING WITH FLAGS	R4-2	36X48	12.00					PASS WITH CARE																
WD8-6c	48X48	16.00					TRUCK ENTRANCE	R4-7aL	36X48	12.00					KEEP LEFT (HORIZONTAL ARROW)																
WD8-7	36X36	9.00	8	128			LOOSE GRAVEL	R4-7a	36X48	12.00					KEEP RIGHT (HORIZONTAL ARROW)																
WD8-9	48X48	16.00					LOW SHOULDER	R5-1	30X30	6.25					DO NOT ENTER																
WD8-11	48X48	16.00					UNEVEN LANES	R5-1a	36X24	6.00					WRONG WAY																
WD8-12	48X48	16.00	8	128			NO CENTER LINE	R6-1L	48X18	6.00					ONE WAY ARROW (LEFT)																
WD10-1	42 RND.	9.62					RAILROAD CROSSING	R6-1R	48X18	6.00					ONE WAY ARROW (RIGHT)																
WD12-1	24X24	4.00					DOUBLE DOWN ARROW (SYMBOL)	R6-2L	24X30	5.00					ONE WAY (LEFT)																
WD12-2	48X48	16.00					LOW CLEARANCE (SYMBOL)	R6-2R	24X30	5.00					ONE WAY (RIGHT)																
WD12-2x	24X18	3.00					LOW CLEARANCE (PLAQUE)	R10-6	24X36	6.00					STOP HERE ON RED (45° ARROW)																
WD12-2a	84X24	14.00					OVERHEAD LOW CLEARANCE (FEET AND INCHES)	R11-2	48X30	10.00					ROAD CLOSED																
WD8-15	48X48	16.00					GROOVED PAVEMENT	R11-3a	60X30	12.50					ROAD CLOSED XX MILES AHEAD LOCAL TRAFFIC ONLY																
WD8-15p	30X24	5.00					MOTORCYCLE (PLAQUE)	R11-4	60X30	12.50					ROAD CLOSED TO THRU TRAFFIC																
WD8-17	48X48	16.00					SHOULDER DROP-OFF (SYMBOL)	S4-4	36X15	3.75					WHEN FLASHING																
WD8-17p	30X24	5.00					SHOULDER DROP-OFF (PLAQUE)	CONST-3A	60X48	20.00					FINE SIGN																
SPECIAL	120X60	50.00					LOW CLEARANCE XX FT XX IN XX MILES AHEAD	CONST-3X	56X12	4.67					SPEEDING/PASSING (PLATE)																
SPECIAL	120X60	50.00					WIDTH RESTRICTION XX FT XX IN XX MILES AHEAD	R9-9	24X12	2.00					SIDEWALK CLOSED																
WD13-1	30X30	6.25					ADVISORY SPEED (PLAQUE)	R9-11	24X12	2.00					SIDEWALK CLOSED AHEAD 1-LT., 1-RT.																
WD16-2	30X24	5.00					XXX FEET (PLAQUE)	MISCELLANEOUS SIGNS																							
WD16-3	30X24	5.00					X MILE (PLAQUE)	SPECIAL	36X48	12.00					POINT OF PRESENCE																
WD20-1	48X48	16.00	4	64.00			ROAD/BRIDGE/RAMP WORK AHEAD	SPECIAL	96X48	32.00					POINT OF PRESENCE																
WD20-2	48X48	16.00					DETOUR AHEAD	CONST-7-48	48X24	8.00					RATE OUR WORK ZONE																
WD20-3	48X48	16.00					ROAD CLOSED AHEAD	CONST-7-72	72X36	18.00					RATE OUR WORK ZONE																
WD20-4	48X48	16.00	2	32.00			ONE LANE ROAD AHEAD	CONSTRUCTION SIGNS TOTAL																							
WD20-5	48X48	16.00					RIGHT/CENTER/LEFT LANE CLOSED AHEAD	476																							
								RELOCATED SIGNS TOTAL								* NO DIRECT PAY WILL BE MADE FOR RELOCATION OF CONSTRUCTION SIGNING															
																** LOOSE GRAVEL SIGN SHALL BE SPACED AT 150' FROM THE NO CENTER LINE SIGN THROUGHOUT THE WORK ZONE.															

