

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

REQUEST NO.	SL16-001-R7
DATE	June 3, 2015
PAGE NO.	1 NO. OF PAGES 18

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

**10:00 a.m., Local Time, July 1, 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

**Job Location:**

**Route 231 (Kingston Dr.) on the west side between Geneva Drive and Tacoma Drive St. Louis County, MO**

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

**BUYER:** Stephanie Austin Rashid, CPPB

**BUYER TELEPHONE:** 314-301-1439

**BUYER EMAIL:**

Stephanie.AustinRashid@modot.mo.gov

**BUYER FAX:**

573-526-0016

**SUPPLIES OR SERVICES**

**Route 231 Sidewalk Replacement Project**

**COMPLETION DATE: September 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.**

**Note to Respondent:** A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

*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 formal purchase order.*

**Date:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**By (Signature):** \_\_\_\_\_

**Federal I.D. No.:** \_\_\_\_\_

**Type/Print Name** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Is your firm MBE certified?**

Yes  No

**Is your firm WBE certified?**

Yes  No

List all agencies your firm is currently certified with:

## **1.0 INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

- 1.1.1 This Request For Bid seeks bids from qualified organizations to provide sidewalk replacement on Route 231 in St. Louis County, MO.
- 1.1.2 Limits of this project are as described in Exhibit A, Miscellaneous Contract Requirements and Specification.
- 1.1.3 Each bid must be mailed or hand delivered in a sealed envelope to Ms. Stephanie Austin Rashid, Procurement Unit, Operations Complex, 2309 Barrett Station Rd., Ballwin, Mo. 63021.

All questions regarding the RFB shall be submitted to Ms. Stephanie Austin Rashid. Bids must be returned to the office of Ms. Austin Rashid no later **than 10:00 a.m., Local Time, July 1, 2015.**

### **RFB Coordinator:**

**Ms. Stephanie Austin Rashid, CPPB  
General Services Specialist  
Missouri Department of Transportation  
2309 Barrett Station Road, Ballwin, MO 63021**

**PHONE: 314-301-1439  
FAX: 573-522-0016  
EMAIL: [Stephanie.AustinRashid@modot.mo.gov](mailto:Stephanie.AustinRashid@modot.mo.gov)**

## **1.2 General Information:**

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of sidewalk replacement on Route 231 in St. Louis County, MO as set forth herein.
- 1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:
  - 1) Introduction and General Information
  - 2) Project Requirements
  - 3) Bid Submission
  - 4) Pricing Page
  - (5) Attachment(s)
  - (6) Terms and Conditions
  - (7) Exhibit A, Scope of Work/Miscellaneous Contract Requirements and Specifications
  - (8) Plans (Separate PDF file)

- 1.2.3 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/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

## **2.0 PROJECT REQUIREMENTS**

### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide sidewalk replacement on Route 231 in St. Louis County, MO for the MHTC and 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.
- 2.1.4 MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- 2.1.5 This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

### **2.2 Invoicing and Payment Requirements:**

- 2.2.1 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

- 2.2.2 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.
- 2.2.3 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.
- 2.2.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.2.5 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 Project Tax Exemption Certificate will be furnished to the successful bidder upon request.
- 2.2.6 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.

- 2.2.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.2.8 Notarized weekly payroll documentation for prime and subcontractors will be required from start to finish of this contract showing compliance with prevailing wage rates. Lien Waivers from materials suppliers shall also be provided. Additional documents shall be furnished as required by other provisions in the bid package.
- 2.2.9 Payment shall be made per contractor invoice upon satisfactory completion of all work items and the receipt of required documentation.

### **2.3 Other Contractual Requirements:**

- 2.3.1 **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.

### **2.3.2 Prevailing Wage:**

- a. **General Wage Order # 58 to apply, St. Louis County, MO.**

### **2.4 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.

## **2.5 Insurance Requirements:**

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

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

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

## **2.6 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.

### 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 "**SL16-001-R7 Sidewalk Replacement Project**".
- 3.1.3 All bids must be received at the following address no later than **July 1, 2015 at 10:00 a.m., Local Time**.

The Missouri Department of Transportation  
Procurement Division  
Attn: Stephanie Austin Rashid, CPPB  
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 Attachment IV, WORKER ELIGIBILITY VERIFICATION AFFIDAVIT **or** APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP, and

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

3.1.8 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.

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

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

#### **4.0 PRICING PAGE SL16-001-R7**

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.

<b>Route 231 Sidewalk Replacement Project</b>					
<b>Item #</b>	<b>Description</b>	<b>QTY</b>	<b>U/M</b>	<b>COST U/M</b>	<b>EXTENDED COST</b>
001	Removal of Improvements (Paved Approach – 9.4 Square Yard) (Concrete sidewalk – 48.8 Square Yard)	1	Lump Sum		
002	Paved Approach, 7 inch	9.4	SY		
003	Concrete Sidewalk 4"	38.2	SY		
004	Concrete Sidewalk 7" (Across Driveways)	10.6	SY		
005	Construction Signs	148	SF		
006	Advanced Warning Rail System	2	EA		
007	Flag Assembly	5	EA		
008	Channelizer (trim line)	30	EA		
009	Directional Indicator Barricade	14	EA		
010	Flashing Arrow Panel	1	EA		
011	Mobilization	1	Lump Sum		
012	Contractor Furnished Surveying and Staking	1	Lump Sum		
013	Adjusting Water Service Stop Box	1	EA		
014	Fertilizing, Seeding and Mulch	0.1	Acres		
<b>TOTAL EXTENDED COST FOR PROJECT</b>					\$

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

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

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



**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:

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[ ] 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): \_\_\_\_\_

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**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 if 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

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**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.

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## Affiant Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
*[Signature]*

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## 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)*

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

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

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

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

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

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## Affiant Signature

Affiant's Social Security Number or  
Applicable Federal Identification Number

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## Notary Public

My commission expires:

## Attachment V

### 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.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name, (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service-Disabled Veteran Business

## **STANDARD SOLICITATION PROVISIONS**

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

## **GENERAL TERMS AND CONDITIONS**

### **Definitions**

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

### **Nondiscrimination**

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

### **Contract/Purchase Order**

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

### **Applicable Laws and Regulations**

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

### **Executive Order:**

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

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

### **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**

#### **Required Specifications**

- a. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.

#### **Permits, Licenses and Safety Issues**

- a. 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.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

#### **Delivery – Additional Requirements**

- 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**.

#### **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 the Department or for failure

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

- b. If the Department 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. The Department 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.

#### **Prevailing Wage**

- a. 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.
- b. 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. Louis County, MO**. The **General Wage Order # 58** is attached to the bid documents.
- c. 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.
- d. 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.
- e. 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.

#### **Prohibition Of Employment Of Unauthorized Aliens:**

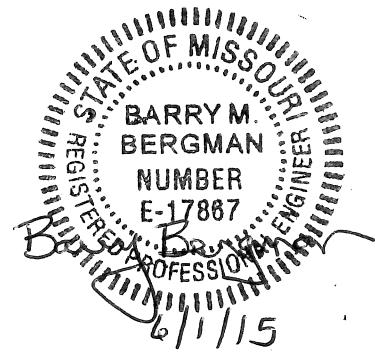
- a. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtml](http://www.dhs.gov/files/programs/gc_1185221678150.shtml).

#### **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.

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## SCOPE OF WORK

St. Louis District,  
Sidewalk Replacement  
Job Number #WRSL231A

## Miscellaneous Contract Requirements and Specification

### A. Work Location

Route 231 (Kingston Dr.) on the west side between Geneva Drive and Tacoma Drive, approximately 1.6 miles north of I-255.

St. Louis County

### B. Work Description

The purpose of this project is to replace approximately twenty slabs of uneven or cracked sidewalk as well as one private driveway approach on the west side of Rte. 231. All work shall be completed as shown on the construction plans, or as directed by the Commission's representative.

### C. Tabulation of Quantities

Removal of Improvements 1 Lump Sum  
(Paved Approach – 9.4 Square Yard)  
(Concrete sidewalk – 48.8 Square Yard)  
Paved Approach, 7 inch – 9.4 Square Yard  
Concrete Sidewalk 4" – 38.2 Square Yards  
Concrete Sidewalk 7" – 10.6 Square Yards  
(Across Driveways)  
Construction Signs – 148 Square Feet  
Advanced Warning Rail System – 2 Each  
Flag Assembly – 5 Each  
Channelizer (trim line) – 30 Each  
Directional Indicator Barricade – 14 Each  
Flashing Arrow Panel – 1 Each  
Changeable Message Sign- Commission Furnished/Retained  
Mobilization – 1 Lump Sum  
Contractor Furnished Surveying and Staking – 1 Lump Sum  
Adjusting Water Service Stop Box – 1 Each  
Fertilizing, Seeding and Mulch – 0.1 Acres

#### **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 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

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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.

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### **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 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 Route 231 Working Hours**

Week Days - Southbound Single lane closure allowed:

Monday 9:00 AM to 2:00 PM

Tuesday 9:00AM to 3:00 PM

Wednesday 9:00AM to 3:00 PM

Thursday 9:00AM to 3:00 PM

Weekends Southbound Single lane closure allowed:

Saturday 8:00AM to 3:00PM

Sunday All day

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.

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#### **4.0 Detours and Lane Closures.**

**4.1** MoDOT will provide a changeable message sign notifying motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The changeable message sign shall be installed at a location as approved or directed by the engineer. The changeable message sign shall 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 Coordination with other Projects.** The contractor shall coordinate traffic management between this project and any other projects on Rte. 231. We are not aware of any active MoDOT projects in this area.

**4.3** 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. Louis 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. Time for Completion of the Work**

**1.0 Description.** Completion of this contract shall be in accordance with Sec 108.7 and will be administered on 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 on this date shall be in accordance with the requirements of Sec 108.7.

Completion Date: September 15, 2015.

**1.3** Should the contractor, or in case of default, the surety, fail to complete the work within the above specified completion date, 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

**1.4** If all Work is not complete prior to the specified overall contract completion date, the contractor will be charged with an overall liquidated damage specified in the amount of \$1,800.00 per day for each full

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day that the Work is not fully completed. This damage will be assessed independently of the liquidated damages (per project) as specified above.

## **F. Adjusting Water Service Stop Box**

**1.0** Where indicated on the plans or directed by the Engineer, existing water service stop box shall be adjusted to the proper grade for the reconstructed sidewalk.

**1.1** All adjustments shall be made in accordance with the prevailing plumbing code, rules, and regulations governing such work as prescribed by the Utility Company, County, or Municipality having jurisdiction over plumbing work.

**1.2** Payment for adjusting water service stop box and associated items will be made at the contract unit bid price each, which price shall constitute full payment for all necessary excavation, backfilling, furnishing all materials, including all equipment, tools, labor, and work incidental thereto.

## ADJUSTING WATER SERVICE STOP BOX Each

## **G. 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 202	Removal of Roadways and Buildings
Section 501	Concrete
Section 608	Concrete Median, Median Strip, Sidewalk, Curb Ramps, and Paved Approaches
Section 616	Temporary Traffic Control
Section 1054	Concrete Admixtures

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.

## H. 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.

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**I. Paved Approach and Sidewalk**

The use of high early strength concrete will be required to meet the schedule for the private entrance and the sidewalk within the driveway to be reopened to the homeowners. The entrance and sidewalk within the driveway shall be reopened within 48 hours after the concrete placement is completed.

No direct payment will be made for the use of high early strength concrete.

**J. Fertilizing, Seeding and Mulch**

In accordance with Section 801.2.3 the following fertilizer shall be applied at the rate specified.

Nitrogen (N)	80 pounds per acre
Phosphorous (P2O5)	320 pounds per acre
Potash (K2O)	80 pounds per acre

Seeding: The following seed mixture shall be applied at the rate specified:

<u>SEEDING MIXTURE</u>	<u>POUNDS PER LIVE SEED/ACRE</u>
Smooth Brome	36
Perennial Ryegrass	15
Birdsfoot Trefoil	6
Spring Oats (1-1 to 5-31)	30
or	
Annual Ryegrass (6-1 to 12-31)	30

Mulching will be used as specified in Section 802.

The accepted quantity of fertilizing, seeding and mulch will be paid for at the contract unit price for Fertilizing, Seeding and Mulch (Acres).