

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION  
SOUTHEAST DISTRICT  
3956 E. MAIN STREET  
WILLOW SPRINGS, MO 65793**

REQUEST NO.	SEW16-1616RY
DATE	January 20, 2016
PAGE NO.	1 OF 9 PAGES

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

**February 16, 2016 10:00 AM CST**

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

**BIDS TO BE BASED F.O.B. DESTINATION  
MISSOURI DEPARTMENT OF TRANSPORTATION**  
Submit net bid as cash discount stipulations will not be considered

Willow Springs, MO

**SIGN AND RETURN BEFORE TIME SET FOR OPENING**

<b>BUYER:</b>	Gloria Bunch	<b>TELEPHONE:</b>	(417) 469-6256
		<b>EMAIL:</b>	gloria.bunch@modot.mo.gov

**SUPPLIES OR SERVICES**

MoDOT is seeking bids from qualified bidders to provide a **Used Refurbished Walker Stainless Steel Tanker**. Acceptable tank brands include those produced by Walker and Walker subsidiaries.

The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

**(SEE ATTACHED FOR 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 formal purchase order.*

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

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

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

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

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

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

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

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

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

Is your firm MBE certified?  Yes  No

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

Is your firm WBE certified?  Yes  No



## 1. Introduction

- 1.1 This solicitation seeks bids from qualified vendors to provide a used refurbished insulated stainless steel tanker manufactured by Walker or Walker subsidiaries for the Southeast District. This unit must be a minimum 6,000 gallon stainless steel tanker coded 3A sanitary or food grade.
- 1.2 Each bid must be mailed or hand delivered in a sealed package to the Procurement Office. All questions regarding the RFB shall be submitted to the Coordinator. **All bids must be received no later than 10:00 a.m., CST, February 16, 2016.**

### RFB Coordinator:

Gloria Bunch  
MoDOT Southeast  
3956 E. Main  
Willow Springs, MO 65793  
Phone: (417) 469-6256

- 1.3 All bids must be received in a sealed package clearly marked "**Stainless Steel Tanker**".
- 1.4 MHTC reserves the right to reject any and all bids for any reason whatsoever.
- 1.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.

## 2. General Requirements

- 2.1 The Southeast District is interested in purchasing a refurbished 1992 or newer model, minimum 6,000 gallon Walker insulated stainless steel tanker, coded 3A sanitary or food grade.
  - a. Location of the unit must be within a 200 mile radius of the Sikeston for MoDOT evaluation purposes and inspection.
  - b. The successful vendor should be a DOT Certified/ASME accredited shop with a minimum of "R" stamp. Verification will be required. **Submit with bid.**
  - c. The tanker interior at the time of final inspection is to be free of all potential contaminants and residue.
  - d. The tanker must pass a water hydrotest.
  - e. The inspection is to include, but not limited to, the inside barrel free of etching or pitting. Warning tags are to be placed on the unit to alert MoDOT of the tanker condition.
  - f. Tanker must pass 49 CFR part 180.407.
  - g. Unit must be capable of handling liquid beet juice or salt brine @ 12 pounds per gallon.



- 2.2 MoDOT reserves the right to determine the significance and/or value of a line item specification in the event a submission does not meet the exact line item description as pertinent to the overall functionality and value as related to final cost.
- 2.3 It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification ( *COMPLY: YES NO* ) may lead to bid rejection. All variances, exceptions and/or deviations shall be fully described in the appropriate section.

3. **Specifications**

**6,000 Gallon Refurbished Walker Insulated Stainless Steel Tanker**  
 ( Indicate Cost to Install Any Item Checked No )

	√	<u>YES</u>	<u>NO</u>
Coded 3A Sanitary or Food Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
T316 Stainless Steel Inner Barrel Preferred. (Specify Type of Stainless Steel Providing.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inner Vessel Minimal Thickness of 12ga on Shell 10ga on Inner Heads	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
T316 or Better Stainless Steel Inner Barrel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
T316 Stainless Steel Shell Material, #4 Finish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reinforced Aluminum Full Frame and Cradle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stainless Steel <i>or</i> Aluminum Ring Bolster with Stainless Steel <i>or</i> Aluminum Frame (Circle the quoted material.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tank is to have 2 Baffles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rear Discharge with Butterfly Valve is to be 3" Stainless Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Permanent Venting Rated at 250 GPM with 3" Diameter Opening at Top of Tanker. Baffle to Minimize Spillage. Location Preferred Near Top Spill Dam.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CIP Clean Out System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlet Valve is to be 3"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



*(Specifications Continued)*

**6,000 Gallon Refurbished Walker Insulated Stainless Steel Tanker**  
( Indicate Cost to Install Any Item Checked No )

	√	<u>YES</u>	<u>NO</u>
Level Guage is to be a Minimum of 2” Clear Tubing. Located on Driver Side Front of Tanker.		<input type="checkbox"/>	<input type="checkbox"/>
Rear Frame Extension to Include Rear Stainless Steel Pumping Two Door Food Grade Cabinet. Light boxes in Rear.		<input type="checkbox"/>	<input type="checkbox"/>
Stainless Steel Spill Dam with 12” Wide Aluminum Safety Grating at Top of Tanker		<input type="checkbox"/>	<input type="checkbox"/>
Manhole is to be 19” Stainless Steel Sanitary with Stainless Steel Dust Cover		<input type="checkbox"/>	<input type="checkbox"/>
Two T316 Stainless Steel Ladders with Platform Top Step and Dimpled Channel Rungs <i>(One Located on Each Side.)</i>		<input type="checkbox"/>	<input type="checkbox"/>
ABS Bendix Drum Air Brakes		<input type="checkbox"/>	<input type="checkbox"/>
Suspension is to be Hendrickson Intraxx with 5” Integral Axle. Track and Axle with 23,000 lb. Rating.		<input type="checkbox"/>	<input type="checkbox"/>
Conmet Hubs, Aluminum 10 Stub Hub Piloted		<input type="checkbox"/>	<input type="checkbox"/>
Stemco Type Seals or Equivalent		<input type="checkbox"/>	<input type="checkbox"/>
New Tires, 11RX22.5 (G) Radials with 14 Ply Rating		<input type="checkbox"/>	<input type="checkbox"/>
Wheels are to be 8.25 x 22.5 for 10 Hole Hubs Aluminum Mill Finish, Hub Piloted.		<input type="checkbox"/>	<input type="checkbox"/>
Lights are to be DOT Approved Tail, Turn, Stop Lights with Side and Center Marking Lights.		<input type="checkbox"/>	<input type="checkbox"/>
Mud Flaps and Fenders		<input type="checkbox"/>	<input type="checkbox"/>
Bumper is to be Bolt-On T316 Stainless Steel in Accordance with DOT requirements.		<input type="checkbox"/>	<input type="checkbox"/>
Upper coupler is to be Weld-Forged Steel King Pin. Height 48”; Measurement from Center of King Pin to Center of Dollies is 9’6”- 10’.		<input type="checkbox"/>	<input type="checkbox"/>



# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## VENDOR INFORMATION

(All Bidders Must Furnish ALL Applicable Information Requested Below)

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:									
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>									
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:  If additional space is required, please attach an additional sheet and identify it as <b>Addresses of Missouri Offices or Places of Business.</b>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b>M/WBE</b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</b>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

## PREFERENCE CERTIFICATION

(All Bidders Must Furnish ALL Applicable Information Requested Below)

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <b>Location Products are Manufactured or Produced.</b>	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:  <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.  <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<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

## 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): \_\_\_\_\_

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[ ] 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 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.**

## STANDARD SOLICITATION PROVISIONS

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

## GENERAL TERMS AND CONDITIONS

### Definitions

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

### Nondiscrimination

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

### Contract/Purchase Order

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

### Applicable Laws and Regulations

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

### Executive Order

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

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

### Preferences

- 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**

**Tax Exempt Status**

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.

**Delivery – Additional Requirements**

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

- d. 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 MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.