BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES PROCUREMENT
830 MoDOT Drive (physical address, zip 65109)
P.O. Box 270 (mailing address, zip 65102)
JEFFERSON CITY, MO

REQUEST NO.	9-140108BR		
DATE	December 18, 2013		
PAGE NO.	1	NO. OF PAGES	29

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE IN JEFFERSON CITY, MO, UNTIL

2:00 p.m., Local Time, January 08, 2014

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

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

Wright City, MO

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Beth Rodeman
BUYER EMAIL: Elizabeth.Rodeman@modot.mo.gov
BUYER TELEPHONE: 573-526-2744

MoDOT Wright City Waste Water Sewer Lagoon Closure Project

To establish a contract to close MoDOT's Wright City Waste Water Sewer Lagoon.

Completion date shall be May 15, 2014, in accordance with the following pages and as directed by the Facility Operations Supervisor.

Prevailing wage as established by the Missouri Department of Labor and Industrial Relations shall apply. Bid securities in the amount of 5% of the bid will be required to accompany bids. Bids must be made on forms provided by the Commission. The Commission reserves the right to reject any of all bids and to waive irregularity in the bids and the bidding. No bid may be amended or withdrawn after the bid is opened.

Note: It is the sole responsibility of the Bidder to check for any and all addendums throughout the bid process.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned Bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____ **Firm Name:** _____
Telephone No.: _____ **Address:** _____
Fax No.: _____ _____
Federal I.D. No. _____ **By (Signature):** _____
Email Address: _____ **Type/Print Name** _____
Title:

Is your firm MBE certified? ☐ Yes ☐ No **Is your firm WBE certified?** ☐ Yes ☐ No

Form E-103 (Rev. 11-04)

This Request for Bid (RFB) seeks bids from qualified organizations to close MoDOT's Wright City Waste Water Sewer Lagoon, located at the I-70 Rest Area, Wright City, MO, to the Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT). The effective date shall be the date of Notice to Proceed. The project must be completed no later than May 15, 2014.

Bid(s) must be in a sealed envelope, and must be mailed to the address listed on the front page, or delivered by courier to the Buyer at the below listed address, on or before the date and time listed on the front page of the RFB. Emailed or faxed bids will not be accepted.

BUYER:

Beth Rodeman, General Services Specialist
Missouri Department of Transportation, General Services
830 MoDOT Drive (physical address, zip code 65109)
P.O. Box 270 (mailing address, zip code 65102)
Jefferson City, MO
PHONE: 573-526-2744

All questions regarding the RFB shall be submitted to the buyer, Beth Rodeman, at fax number 573-526-1218 or e-mail address elizabeth.rodeman@modot.mo.gov. Questions should be submitted no later than Tuesday, December 31, 2013. MoDOT may issue an addendum(s) which will be posted on-line for vendors to retrieve.

Bid forms, addendums, and additional information may be electronically downloaded at no charge from MoDOT's website at: http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm

Notice to Bidders: It is the sole responsibility of the Bidder to check for any and all addendums throughout the bid process.

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Terms & Conditions

EXHIBITS

FINAL CHECKLIST BEFORE SUBMITTING BID

_____1. Complete the Bid Form by filling in the total dollar amount(s) of the bid(s); listing any addenda which may have been issued; filling in the dollar amount of the bidder's check or Bid Bond, sign the proper signature line, and supply the required information in connection with the signature for the individual bidder, joint adventurer, or corporation.

_____2. Submit Bid Bond executed by the bidder and surety. Bidders are required to use the Bid Bond furnished by the Commission or attach cashier's check to Bid Bond form. Personal checks are not accepted.

_____3. Complete Subcontractor section by listing major subcontractor(s) and general supervisor(s), sign as required.

_____4. Complete the Vendor Information and Preference Certification Form, Exhibit A

_____5. Complete the form that is applicable to your company. Either the:

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT (for use by corporations), Exhibit B

or the

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP, Exhibit C

_____6. If addenda(s) are issued attach signed copies to the back of the bid package.

NEWSPAPER ADVERTISEMENT

Notice to Bidders

MoDOT will receive bids on RFB Number 9-140108BR at its General Services Division, Procurement Section, 830 MoDOT Drive, Jefferson City, MO, until 2:00 p.m., CST,January 08, 2014, for the MoDOT Wright City Waste Water Sewer Lagoon Closure Project at Wright City, MO. Download plans and forms at no charge from **http://contribute.modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm** /, or contact Beth Rodeman at 573-526-2744 or elizabeth.rodeman@modot.mo.gov.

00100

BIDDER REQUIREMENTS

1. SCOPE OF WORK

The project scope shall include closure of one (1) waste water sewer lagoon at the Wright City rest area per Wright City Waste Water Sewer Lagoon Closure Drawings MODOT 11.15.13 (EXHIBIT D), Missouri Department of Natural Resources (MDNR) Approved Lagoon Closure Plan (EXHIBIT E), MDNR Wright City Approval Letter (EXHIBIT F), Erosion Control Instruction for Lagoon Closures in compliance with Missouri State Operating Permits and the Stormwater Pollution Prevention Plan (SWPPP) (EXHIBIT G), and specifications herein. Quality Management Oversight will be implemented on this project.

2. DEFINITIONS

Architect/Engineer/Designer: When the term "Architect or Engineer or Designer" is used herein, it shall refer to Doug Record [General Services Manager – Facilities, Missouri Department of Transportation] (573) 526-7937, FAX (573) 526-6948.

MoDOT Inspector or Facility Operations Supervisor: When the term "MoDOT Inspector or Facility Operations Supervisor" is used herein, it shall refer to those MoDOT individuals authorized to perform site inspections by Richard Domzalski, Resident Engineer in the Norhteast District, (573) 719-9634.

Owner: When the term “Owner” is used herein, it shall refer to Missouri Department of Transportation (MoDOT).

3. BID INSTRUCTIONS

In order to receive consideration, bids must be made in strict accordance with the following:

A. Make bid(s) on the forms provided herein, properly signed and with all items filled out. Do not change the wording of the bid form and do not add words to the bid form. Unauthorized conditions, limitations or provisions attached to the bid will be cause for rejection of the bid(s).

B. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the Bidder unopened.

C. Address bids to the Missouri Department of Transportation, and deliver to the address given in the Invitation for Bid, on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the work, the name of the Bidder, and the date and hour of the bid opening. Submit only the original signed bid document. It is the sole responsibility of the bidder to see that the bid is received on time.

4. INVOICING AND PAYMENT

A. Each invoice should be itemized in accordance with items listed on the contract in accordance with Section 01019, Contract Considerations, Applications for Payment provisions. Failure to comply with this requirement may delay processing of invoices for payment.

B. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Commission shall not make any advance deposits.

C. The Commission assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Commission’s rejection and shall be returned at the Bidder's expense.

D. The Commission reserves the right to purchase goods and services using the state-purchasing card.

5. EXAMINATION OF DOCUMENTS AND SITE OF WORK

A. Before submitting a bid, each Bidder shall examine the drawings carefully, read the specifications and all other proposed contract documents, and visit the site of the work. Each Bidder shall fully inform themselves, prior to bidding, as to existing conditions and limitations under which the work is to be performed and shall include in his bid a sum to cover the cost of items necessary to perform the work, as set forth in the proposed contract documents. No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the Bidder has made such examination.

B. 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 the state. The Bidder will comply with local laws involving safety in the prosecution of the work.

6. INTERPRETATION

No oral interpretations will be made to any bidder as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than eight (8) days before opening of bids. The request shall be sent directly to the Senior Facilities Designer. Every interpretation made to a Bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.

7. PROOF OF COMPETENCY OF BIDDER

A Bidder may be required to furnish evidence, satisfactory to the Commission, that he and his proposed subcontractor(s) have sufficient means and experience in the types of work called for to assure completion of the contract in a satisfactory manner. The Bidder and Subcontractor(s) shall have experience with at least five (5) similar lagoon closure projects.

8. WITHDRAWAL OF BIDS

After the bid opening, a vendor may be permitted to withdraw a bid prior to award at the sole discretion of the division if there is a verifiable error in the bid and enforcement of the bid would impose an unconscionable hardship on the vendor. This withdrawal will be considered only after receipt of a written request and supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than an obvious clerical error. Withdrawal of a bid may result in forfeiture of the bid bond.

9. AWARD OR REJECTION OF BIDS

The Contract, if awarded, will be made on an "All or None" basis using the "lowest and best" principle of award, subject to the Commission's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.

10. CONTRACT DOCUMENTS

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Bidder and the duly authorized representative of the Commission, by a modified purchase order prior to the effective date of such modification. The Bidder expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

11. SUBMITTALS

Review of Submittals: The Architect/Engineer/Designer review of submittals is only for the limited purpose of checking for conformance with information given and ensuring that they conform to design intent. The General Services Facilities Manager is not responsible for determining the accuracy of measurements and completeness of details, for verifying quantities, or for checking fabrication or installation procedures. The General Services Facilities Manager's review does not relieve the Bidder of his or her responsibilities under the contract documents. The submittal process shall be carried out as outlined in Section 01300, Submittals.

12. WORK QUALITY

A. Inspection of Work: The General Services Facility Operations Supervisor or designated representative shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other data and records relating to the work. If requested by the General Services-Facility Operations Supervisor or designated representative, the Bidder shall at any time before final acceptance of the work uncover any portion of the finished work as directed for inspection. After examination, the Bidder shall restore said portions of the work to the standards required by the contract. Should the work thus exposed and examined prove acceptable, the actual cost of uncovering, removing and replacing shall be paid by the Commission. Should the work so exposed and examined prove unacceptable, the uncovering, removing and replacing shall be at the expense of the Bidder.

B. Defective Work: All work which has been rejected shall be remedied, or if necessary, removed and replaced in an acceptable manner by the Bidder at its expense. If the Bidder fails to remedy or replace such defective work immediately after receiving written notice from the General Services-Facility Operations Supervisor or designated representative, the Commission may employ labor to correct the defective work, and the cost incurred in making such corrections shall be deducted from the payment due or to become due the Bidder under this contract.

C. Warranty: The Bidder will provide a one-year warranty for parts and labor on all building material, and equipment or a standard manufacturer's warranty whichever is greater. All warranties, including extended service agreements shall begin upon MoDOT's written acceptance of the punch list items.

D. Bidder's Responsibility for Work. Until the General Services-Facility Operations Supervisor or designated representative, accepts the work, it shall be in the custody and under the charge and care of the Bidder. The Bidder shall rebuild, repair, restore or make good at its own expense any lost or stolen Commission-owned material and all injuries or damages to any portion of the work caused by action of the elements or from any other reason before its completion and final acceptance. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time.

E. Preservation of Utilities and Monuments: The Bidder shall be responsible for the preservation of all public and private utilities, wires, lines, pipes, poles, cables, and conduit at the site of the work and shall use every precaution necessary to prevent damage or injury thereto. The Bidder shall not disturb or damage any land monument or property landmark until an authorized agent has witnessed or otherwise referenced, their location and shall not remove them until directed by General Services Facilities Manager.

F. Cooperation with Other Contractors: The Bidder shall arrange its work so as not to interfere with the operations of other contractors of the Commission which might be engaged in performing adjacent or nearby work. Whenever work being done by other contractors is contiguous or related to the work involved in this contract, the respective rights of the various contractors will be determined by the General Services-Facility Operations Supervisor or designated representative in order to secure the completion of the work under all contracts in general harmony.

G. The Bidder will be required to remove all debris from the Commission's property.

H. Temporary Suspension of Work: The General Services-Facility Operations Supervisor or designated representative shall have authority to suspend work, wholly or in part, for such period or periods of time as he may deem necessary when weather or other conditions are such that in the opinion of the General Services-Facility Operations Supervisor

or designated representative the work may be done at a later time with advantage to the Commission or for failure on the part of the Bidder to comply with any of the provisions of the contract. The Bidder may suspend work for reasonable cause with written approval of the General Services-Facility Operations Supervisor or designated representative. Liquidated damages shall not accrue during the period in which work is suspended with the approval of the General Services-Facility Operations Supervisor or designated representative, however, if the suspension is because of the Bidder's failure to comply to any of the provisions of the contract, the Bidder shall not be entitled to an extension of completion time nor to a waiver of liquidated damages. In the event work is suspended, the Bidder shall store all materials in a manner that will protect them from damage, and shall take every precaution to prevent damage or deterioration of, the portions of the work completed. If work has been discontinued for any reason, the Bidder shall give the General Services-Facility Operations Supervisor or designated representative written notice at least forty-eight (48) hours before resuming operations.

13. CHANGE ORDERS

A. General. All departures from the plans and specifications will be considered unauthorized unless, before proceeding with the work, the Bidder has had delivered to it a change order, signed by the General Services-Facility Operations Supervisor or designated representative, authorizing and directing such changes or departures. All unauthorized work shall be at the Bidder's expense and the General Services-Facility Operations Supervisor or designated representative may order such unauthorized work removed and replaced at the Bidder's expense.

B. Overhead and Profit on Change Orders. The percentages for overhead and profit charged on Change Orders and Field Work Authorizations shall be negotiated and may vary according to the nature, extent and complexity of the work involved. However, the overhead and profit for the Bidder or subcontractor actually performing the work shall not exceed 15%. When one or more tiers of subcontractors are used, in no event shall any Bidder or subcontractor receive as overhead and profit more than 7% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the Owner on any change order exceed twenty five percent (25%) of the cost of materials, labor and equipment necessary to put the change order work in place.

C. Bidder's Procedure for Claims. If the Bidder considers additional compensation may be due for work or material not clearly covered in the contract or ordered in writing by the General Services-Facility Operations Supervisor or designated representative as extra work, or if additional compensation may be requested beyond the scope of such provisions, the Bidder shall notify the General Services-Facility Operations Supervisor or designated representative in writing of the intention to make a claim before beginning the work in question. If notification is not given and the General Services-Facility Operations Supervisor or designated representative is not afforded proper facilities by Bidder to provide necessary inspection and for keeping strict account of actual cost, the Bidder agrees to waive any claims for additional compensation. Notice by the Bidder, and the fact that the General Services-Facility Operations Supervisor or designated representative has kept account of the cost shall not be construed as substantiating the validity of the claim. The Bidder shall file a written notice of claim for additional compensation in triplicate within 60 days after completing the work in question.

1. If the claim is against the Commission, the notice of claim shall be personally delivered, or sent by certified mail to the office of the Secretary of the Commission in Jefferson City, Missouri. All notices of claims shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim.
2. Any claim or an item of any claim, not included in the notice and statement, or any claim included but not clearly defined and specifically set out and itemized or any claim not filed within the time and in the manner provided, shall be forever waived and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration.
3. All claims filed with Missouri Highway and Transportation Commission's Secretary will be forwarded to the Missouri Department of Transportation's Claims Committee.

14. GENERAL PERFORMANCE

A. 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.

B. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Bidder 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 Bidder in performance of the work.

15. REMEDIES AND RIGHTS

A. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Bidder's default or breach of contract.

B. The Bidder agrees and understands that the contract shall constitute an assignment by the Bidder to the MHTC of all rights, title and interest in and to all causes of action that the Bidder may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Bidder in the fulfillment of the contract with the MHTC.

C. In the event a Bidder becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Bidder may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.

16. INVENTIONS, PATENTS, AND COPYRIGHTS

The Bidder shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Bidder's performance or products produced under the terms of the contract.

17. QUALITY MANAGEMENT OVERSIGHT

A. MoDOT **will not provide daily inspection** and quality assurance on this project, therefore the Bidder must provide quality management oversight.

B. Quality management oversight gives the Bidder the primary role and responsibility for incorporating quality assurance into the project from start to finish.

C. MoDOT staff will be available for hold point inspections at the times established in the project schedule.

18. HOLD POINTS

A. Hold Points are events that require approval prior to continuation of work. Hold Points occur at definable stages of work or progress phases when succeeding work depends on acceptance of the proceeding work.

B. MoDOT staff will be available for Hold Point inspections at the times requested by the Bidder in the Weekly Schedule. The Bidder shall provide a Weekly Schedule to MoDOT that shows the date and time of the Hold Point

quality assurance checks. The Weekly Schedule shall be provided to the engineer by 4:00 P.M. on the Friday following the scheduled work week. The Hold Point inspections may be rescheduled as needed, but a minimum 24-hour advance notification from the Bidder is required unless otherwise approved by the MoDOT Inspector.

C. The Hold Points for this project are as follows:

1. Before any grading or land disturbance takes place after installation of Best Management Practices (BMP's) to confirm that they have been installed per plans and standards

2. After dewatering all lagoon cells

3. After all lagoon cells have been properly dried
   After all clearing and grubbing
   After removal of all improvements
   Before any grading activities take place

4. After final grading, before application of seed and mulch

19. DEWATERING

A. Bidder will select pumps for dewatering lagoons that will not exceed the per day limit as established in the lagoon closure plan.

B. Bidder will submit pump specification data for approval prior to dewatering of lagoon cells.

C. Bidder will provide certification at the end of the project that all dewatering was performed in accordance with the plans and specifications.

20. INSPECTION AND ACCEPTANCE

A. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

B. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Bidder upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

C. The MHTC reserves the right to return any such rejected shipment at the Bidder's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

D. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

00301

BID FORM

To: The Missouri Highway and Transportation Commission
PO Box 270
Jefferson City, MO 65102

1. The undersigned, having examined the proposed Contract Documents titled: **9-140108BR – MoDOT Wright City Waste Water Sewer Lagoon Closure** and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment and everything which may be necessary or incidental thereto, as proposed by said Contract Documents, all to the satisfaction of the General Services-Facility Operations Supervisor or designated representative of the Missouri Department of Transportation and the Missouri Highway and Transportation Commission, for the stipulated sum of:

   _____DOLLARS ($_____)

2. The undersigned, acknowledges having examined and being familiar with the contract documents including the drawings, the Instructions to Bidders, General Conditions, Supplementary Conditions and the body of technical specifications.

3. The undersigned acknowledges receipt of Addenda number _____ through _____ inclusive.

4. Enclosed with this bid is bid security in the amount of not less than 5% of the bidder's proposed Contract Sum, the amount being _____ DOLLARS ($_____).

IF AN INDIVIDUAL

_____

_____ _____
Name of individual Residence address

_____ _____
Social Security Number Telephone Number

_____
Firm Name, If Any

_____

_____ _____
Address for communications Signature

IF A PARTNERSHIP

_____
Name of Partnership

_____
Partner

_____
Partner

_____

_____
Address for Communications

_____
Telephone Number

(State Name and Residence Address of All Partners)

_____

_____
Residence Address

_____

_____
Residence Address

_____
Federal Tax I.D. Number

_____
Signature of Either Partner

IF A CORPORATION

_____
Name of Corporation

_____
Name and Title of Officer

_____
Signature of officer

_____

_____
Address for Communications

_____
Telephone Number

Incorporated under the laws of the
State of_____

Corporate License No. _____
(If a corporation organized in a state other than Missouri, attach Certificate of Authority to do business in the State of Missouri.)

_____
Federal Tax I.D. Number

(ATTEST)

_____
(SEAL) Secretary

(Each bidder must complete the Bid Form by signing in the proper signature line above and by supplying the required information called for in connection with the signature. The information called for is necessary in the proper preparation of the contract and performance bond.)

00430

SUBCONTRACTOR LISTING

1. For portions of Work equaling or exceeding 1% of the total proposed Contract Sum, the undersigned proposes to use the following subcontractors. Except as otherwise approved by the Owner, the undersigned proposes to perform all other portions of the Work with his own forces.

2.

Portion of the Work:	Subcontractor name and address:
_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____
	_____

USE ADDITIONAL SHEETS IF REQUIRED

PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM

BIDDER:

_____

by_____

00600

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____,
as Principal, and _____ ,
as Surety, are held firmly bound unto the State of Missouri (acting by and through the Missouri Highway and Transportation Commission) in the penal sum of
_____ Dollars
($_____), to be paid to the State of Missouri, or the Missouri Highway and Transportation Commission, to be credited to the State Road Fund and Principal and Surety binding themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20_____

THE CONDITION OF THIS OBLIGATION is such that:
WHEREAS, the Principal is submitting herewith a bid to the Missouri Highway and Transportation Commission on
Route(s) _____,
in _____ County(ies), Project(s) _____,
for construction or improvement as set out in said bid.

NOW THEREFORE, if the Missouri Highway and Transportation Commission shall accept the bid of the Principal, and if said Principal shall properly execute and deliver to the Missouri Highway and Transportation Commission the Contract, Contract Bond, Specifications and evidence of insurance coverage in compliance with the requirements of the Bid, to the satisfaction of the Missouri Highway and Transportation Commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highway and Transportation Commission, fail to comply with any requirement as set forth in the preceding paragraph, then the State of Missouri, acting through the Missouri Highway and Transportation Commission, shall immediately and forthwith be entitled to recover the fees, and any other expense of recovery.

_____ _____
Principal Surety

By_____ _____
Attorney in Fact (SEAL)

Attest: (CORPORATE SEAL)

_____
Corporate Secretary

Note: This bond must be executed by the Principal and by a Corporate Surety authorized to conduct surety business in the State of Missouri.

END OF SECTION

01019

CONTRACT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Schedule of values.
B. Application for payment.
C. Change procedures.
D. Defect assessment.
E. Alternatives.

1.2 RELATED SECTIONS

A. Section 01600 - Material and Equipment: Product substitutions.

1.3 SCHEDULE OF VALUES

A. Submit a printed schedule on Contractor's standard form. Electronic media printout will be considered.

B. Submit Schedule of Values in duplicate within 20 days after date of Owner-Contractor Agreement.

C. Revise schedule to list approved Change Orders, with each Application For Payment.

1.4 APPLICATIONS FOR PAYMENT

A. Submit four copies of each application on Contractor's electronic media driven form.
B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
C. Payment Period: 30 days.
D. Include an updated construction progress schedule.
E. Certified payroll records.

1.5 CHANGE PROCEDURES

A. The Architect/Engineer/Designer may issue a Notice of Change that includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required.

B. The Contractor may propose changes by submitting a request for change to the Architect/Engineer/Designer describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, the effect on the Contract Sum/Price and Contract Time, and a statement describing the effect on Work by the MoDOT District or other Contractors.

C. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect/Engineer/Designer.

D. Construction Change Directive: Architect/Engineer/Designer may issue a directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.

E. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Architect/Engineer/Designer will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.

F. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

G. Execution of Change Orders: Architect/Engineer/Designer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.6 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specify requirements.

B. If, in the opinion of the Architect/Engineer/Designer, it is not practical to remove and replace the Work, the Architect/Engineer/Designer will direct an appropriate remedy or adjust payment.

1.7 ALTERNATIVES

A. Accepted Alternatives will be identified in Owner-Contractor Agreement.

END OF SECTION

01039

COORDINATION AND MEETING REQUIREMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination and project conditions.
C. Preconstruction meeting.
E. Progress meetings.
F. Pre-installation meetings.
H. Examination.
I. Preparation.
J. Cutting and Patching.
K. Alteration project procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of the various sections of the specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.

B. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.

C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

Architect/Engineer/Designer will schedule a meeting after Notice of Award.

A. Attendance Required: District representative, Architect/Engineer/Designer and Contractor.

B. Record minutes and distribute copies within 5 days after meeting to participants, with two copies to District Engineer, Architect/Engineer/Designer, participants and those affected by decisions made.

1.4 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at when arranged by Architect/Engineer/Designer.

B. Architect/Engineer/Designer will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

C. Attendance Required: Job superintendent, major Subcontractors and suppliers, District representative, Architect/Engineer/Designer, as appropriate to agenda topics for each meeting.

D. Agenda:
1. Review of Work progress.
2. Field observations, problems, and decisions.
3. Identification of problems, which impede planned progress.
4. Maintenance of progress schedule.
5. Corrective measures to regain projected schedules.
6. Coordination of projected progress.
7. Effect of proposed changes on progress schedule and coordination.

E. Record minutes and distributes copies within 5 days after meeting to participants and those affected by decisions made.

1.5 PREINSTALLATION MEETING

A. When required in individual specification sections, convene a pre-installation meeting at the site prior to commencing work of the section.

B. Notify Architect/Engineer/Designer seven days in advance of meeting date.

C. Prepare agenda and preside at meeting:
   1. Review conditions of installation, preparation and installation procedures.
   2. Review coordination with related work.

D. Record minutes and distribute copies within 5 days after meeting to participants and those affected by decisions made.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used
.

END OF SECTION

01300

SUBMITTAL REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittal procedures.
B. Construction progress schedules.
C. Proposed Products list.
D. Product Data.
E. Samples.
F. Certificates.

1.2 RELATED SECTIONS

A. Section 01400 - Quality Control: Manufacturers' field services and reports.
B. Section 01700 - Contract Closeout: Contract warranties, bonds, manufacturers' certificates and closeout submittals.

1.3 REFERENCES

A. AGC Associated General Contractors of America publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".

1.4 SUBMITTAL PROCEDURES

A. Transmit each submittal with Architect/Engineer/Designer accepted form.

B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number and specification section number, as appropriate.

C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work and coordination of information is in accordance with the requirements of the Work and Contract Documents.

D. Schedule submittals to expedite the Project, and deliver to Architect/Engineer/Designer at business address. Coordinate submission of related items.

E. For each submittal for review, allow 15 days excluding delivery time to and from the contractor.

F. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work.

G. Submittals not requested will not be recognized or processed.

1.5 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial schedule in duplicate within 15 days after date established in Notice to Proceed.
B. Revise and resubmit as required.
C. Submit revised schedules with each Application for Payment, identifying changes since previous version.

D. Submit a horizontal bar chart with separate line for each major portion of Work or operation, identifying first workday of each week.

1.6 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation and reference standards.

1.7 PRODUCT DATA

A. Product Data For Review:

1. Submitted to Architect/Engineer/Designer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

B. Product Data For Information:

1. Submitted for the Architect/Engineer/Designer's knowledge as contract administrator or for the Owner.

C. Product Data For Project Closeout:

1. Submitted for the Owner's benefit during and after project completion.

D. Submit the number of copies, which the Contractor requires, plus two copies that will be retained by the Architect/Engineer/Designer.

E. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information specific to this Project.

F. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

1.8 SAMPLES

A. Samples For Review:

1. Submitted to Architect/Engineer/Designer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

B. Samples For Information:

1. Submitted for the Architect/Engineer/Designer's knowledge as contract administrator or for the Owner.

C. Samples For Selection:

1. Submitted to Architect/Engineer/Designer for aesthetic, color, or finish selection.
2. Submit samples of finishes for Architect/Engineer/Designer selection.
3. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

1.9 CERTIFICATES

A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Architect/Engineer/Designer, in quantities specified for Product Data.

B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product but must be acceptable to Architect/Engineer/Designer.

END OF SECTION

01400

QUALITY CONTROL REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality assurance - control of installation
B. Tolerances
C. References and standards
D. Inspection services
E. Manufacturers' field services

1.2 RELATED SECTIONS

A. Section 01300 - Submittals: Submission of manufacturers' instructions and certificates.
B. Section 01600 - Material and Equipment: Requirements for material and product quality.
C. Section 01650 - Starting of Systems.

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer/Designer before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.

E. Perform Work by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLERANCES

A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer/Designer before proceeding.
C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.5 REFERENCES AND STANDARDS

A. For Products or workmanship specified by association, trade or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date for receiving bids or date specified in the individual specification sections, except where a specific date is established by code.

C. Neither the contractual relationships, duties nor responsibilities of the parties in Contract nor those of the Architect/Engineer/Designer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 INSPECTION SERVICES

A. MoDOT Personnel will perform Check Point inspections as established in construction schedule.

B. Inspecting may occur on or off the project site. Perform off-site inspecting as required by the Architect/Engineer/Designer or the Owner.

C. Inspecting does not relieve Contractor to perform Work to contract requirements.

1.6 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship as applicable and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

C. Refer to Section 01300 - SUBMITTALS, MANUFACTURERS' FIELD REPORTS article.

PART 2 EXECUTION

2.1 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

2.2 PREPARATION

A. Apply manufacturer required or recommended substrate primer, sealer or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROL REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Controls: enclosures and fencing, protection of the Work and water control.
B. Construction Facilities: progress cleaning and temporary buildings.

1.2 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections.
B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.

1.3 SECURITY

A. Provide security and facilities to protect Work and existing facilities and Owner's operations from unauthorized entry, vandalism or theft.
B. Coordinate with Owner's security program.

1.4 ACCESS ROADS

A. Provide and maintain access to fire hydrants, free of obstructions.
B. Provide means of removing mud from vehicle wheels before entering streets.
C. Designated existing on-site roads may be used for construction traffic.

1.5 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
B. Collect and remove waste materials, debris and rubbish from site periodically and dispose off-site.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

01600

MATERIAL AND EQUIPMENT REQUIREMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products.
B. Substitutions.

1.2 RELATED SECTIONS

A. Instructions to Bidders: Product options and substitution procedures.
B. Section 01400 - Quality Control: Product quality monitoring.

1.3 PRODUCTS

A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
B. Provide interchangeable components of the same manufacture for components being replaced.

1.4 SUBSTITUTIONS

A. Architect/Engineer/Designer will consider requests for Substitutions only within 15 days after date established in Notice to Proceed.
B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
D. A request constitutes a representation that the Contractor:
   1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
   2. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request or when acceptance will require revision to the Contract Documents.
F. Substitution Submittal Procedure:
   1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
   2. Submit shop drawings, product data and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
   3. The Architect/Engineer/Designer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

01700

CONTRACT CLOSEOUT REQUIREMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures.
B. Final cleaning.
C. Adjusting.
D. Project record documents.
E. Operation and maintenance data.
F. Spare parts and maintenance Products.
G. Warranties.

1.2 RELATED SECTIONS

A. Section 01500 - Construction Facilities and Temporary Controls: Progress cleaning.

1.3 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer/Designer's review.
B. Provide submittals to Owner that is required by governing or other authorities.
C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.

1.4 FINAL CLEANING

A. Clean site.

B. Remove waste and surplus materials, rubbish and construction facilities from the site.

1.5 PROJECT RECORD DOCUMENTS

A. Store record documents separate from documents used for construction.

B. Record information concurrent with construction progress.

C. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and modifications.

D. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish main floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.

5. Details not on original Contract drawings.

E. Submit documents to Architect/Engineer/Designer's with claim for final Application for Payment.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

02200

EARTHWORK

PART 1 – GENERAL

1.1 SUMMARY

A. This section applies to all work for closure of the sewage lagoon cells, as indicated on the Drawings. The Contractor shall perform all excavation; embankment; backfilling; cushioning; surface dressing; dewatering; shoring; removal of improvements such as manholes, irrigation piping, concrete pads, and fencing/gates; and disposal of waste as required for site grading, structures, piping and appurtenances as shown on the Drawings.

1.2 SECTION INCLUDES

A. Disposal of materials.
B. Tree removal.
C. Site preparation.
D. Excavation and trenching.
E. Backfill.
F. Earthfills and embankments.
G. Impervious trench check.
H. Soil testing.

1.3 REFERENCES

A. The Missouri Standard Specifications for Highway Construction form a part of these specifications. Only the most recent revisions of the publication shall be used.

1.4 SUBMITTALS

A. The Contractor shall submit the following items, in accordance with Section 01300 – Submittals:
    1. Product data for review: Soil test results as specified herein for soil testing.

1.5 DEFINITIONS

A. Earth Excavation: Earth excavation is defined as trench backfill material placed under, around, and in some cases over the pipe. The material type and extent of embedment is specified in the respective pipe section.

1.6 DISPOSAL OF MATERIALS

A. All unused excess excavated material, together with all debris, removed pipe, stones, stumps, roots, and other unsuitable material shall be removed from the site and disposed of by the Contractor, at the expense of the Contractor.

B. Material to be disposed of, including excess material, shall be promptly removed from the site by Contractor. If Contractor desires to set aside excess excavated material free from contamination by sewage or other hazardous substances, he shall do so only in the area approved by MoDot.
C. Vegetative material stripped prior to earthwork commencing shall be removed from the site, or disposed of in accordance with Section 201 of the standard specifications, with the restriction that any open burning will not be permitted at times when smoke might obscure visibility on the highway.

1.7 TREE REMOVAL

A. It is the intent of these specifications to minimize tree removal.
B. No trees outside of established grading limits are to be damaged or removed without the express approval of the Owner. Contractor shall make every effort to minimize tree damage and removal, whether inside or outside easements. Contractor shall endeavor to work around and between trees.
C. All trees, brush, etc., shall be disposed of by the contractor as specified herein.
D. Trees shall be removed in such a manner that will prevent damage to trees left standing, to existing structures, utilities, paved roadways, curbs and walkways, and with due regard to the safety of employees and others.
E. Surfaces of trees that are cut or scarred by the Contactor's operations shall be painted with an approved asphaltum base paint prepared especially for tree surgery.

1.8 SITE PREPARATION

A. All stumps, roots, buried logs, foundations, drainage structures, or other miscellaneous debris occurring within the limits of the excavation and site grading shall be removed as part of the grubbing operations and disposed of by, and at the expense of, the Contractor.
B. Stumps and roots in excavated or fill areas where depth of fill does not exceed 3 feet shall be removed to a depth of 18 inches below subgrade. In fill areas where more than 3 feet of fill is required, roots and stumps shall be cut off at the face of the excavation.
C. All abandoned pipe conduit within the limits of grading shall be removed and property disposed of by the Contractor.
D. New pipe conduits shall be stockpiled at a location designated by the Owner.

PART 2 – PRODUCTS

2.1 GENERAL

A. Materials shall conform to the respective references listed above and other requirements specified herein.
B. Topsoil, and material required for structural backfill and trench backfill in excess of suitable material excavated from trenching and structural excavation is available on site.

2.2 EARTHFILL AND EMBANKMENT MATERIALS

A. Random Fill Material: Random fill material for earthfills, embankments and other uses, shall be a soil material which is free from: rocks or stones larger than 6 inches in greatest dimension, brush, stumps, logs, roots, debris, top soil, and organic or harmful materials. The portion of fill material passing the No. 40 sieve shall have a liquid limit not exceeding 40 and a plastic limit not exceeding 25. To the extent possible, site excavated material may be used. Random fill material shall be imported if suitable soil material is not available on site.
B. Select Fill Material: Select fill material shall be a sorted, job-excavated or imported soil material as specified for random backfill material, except no rocks, stones, or lumps larger than one inch in largest dimension shall be present.

2.3 SEEDING REQUIREMENTS

A. Seeding per Missouri Standard Specifications Section 805 with the following design mix.

Little bluestem	6 lbs
Sideoats grama	6 lbs
Canada or Virginia rye	2 lbs
Prairie or tall dropseed	.5 lbs
Annual ryegrass	10 lbs
Oats	10 lbs
Perennial rye	10 lbs
White clover	5 lbs
Lanceleaf coreopsis	.25 lbs
Black-eyed Susan	.25 lbs
TOTAL	**50 lbs**

PART 3 – EXECUTION

3.1 SITE PREPARATION

A. Clearing and Stripping: All vegetation and other unsuitable material within the grading limits shall be stripped or otherwise removed before excavating. Likewise, six inches of topsoil shall be stripped from the disturbed construction areas and stockpiled for later use in final grading.
B. Existing Fences: Fences and gates within the construction grading area shall be removed and disposed of by the contractor.
C. Adjustment Maintenance: The Contractor shall be responsible for the satisfactory compaction and maintenance of all completed excavation, embankment, and backfill. If, prior to the expiration of the General Guaranty period stipulated in the Supplement General Conditions, any grades or subgrades are found to have settled or eroded, they shall be reworked immediately by the Contractor and restored to the specified grades, and the surface restored.

3.2 EARTHFILLS AND EMBANKMENTS

A. Material and Compaction Requirements. Fill areas shall receive minimal compaction that might be attained by making at least three passes with a sheepsfoot roller or by distributing equipment movements over the entire embankment area.
B. All vegetation and topsoil, and any loose, unstable or unsuitable material shall be removed from the existing surface to receive fill material.
C. Do not place fill material over porous, wet, frozen or spongy surfaces. Embankment construction shall not be performed when fill material is frozen or contains frost or snow.
D. Place earth embankments in successive horizontal lifts uniformly distributed over the full width of the fill area. Each lift shall not exceed 12” in thickness and shall be compacted as specified herein prior to placing any additional lifts. As compaction of each layer progresses, continuous blading and dozing will be required to level the surface and insure uniform compaction. Overfill the lagoon area (dome shaped) to allow for any natural settlement.
E. No rocks or stone shall be placed in the upper 18 inches of any fill or embankment. Rocks or stones within the size limit may be incorporated in the remainder of fills and embankments, provided they are distributed so they do not interfere with proper compaction, as determined by the Engineer.

END OF SECTION 02220

Missouri Highways and Transportation Commission
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

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 and the award of the contract pursuant to this solicitation.

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

Applicable Laws and Regulations

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

Executive Order:

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

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

Preferences

a. In the evaluation of bids, 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.

Insurance

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

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

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

Bid Guaranty/Contract Bond

a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the bid submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Subcontracting

a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Prohibition Of Employment Of Unauthorized Aliens:

a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

   1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
   2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit B.

b. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as ExhibitC.

Construction Safety Program

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of $2,500, plus $100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

Prevailing Wage

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): **Warren**. The **Annual Wage Order #20** is attached to the bid documents**.** Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
c. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
d. The Contractor shall forfeit a penalty to the contracting public body of $100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Liquidated Damages

a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of $400.00 per day, per item,** for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Time of Completion

If this bid is accepted, it is hereby agreed that work will begin no later than the date specified in the "Notice to Proceed" and will diligently be prosecuted in order to complete the work and billing no later than May 15, 2014. Completion of work will be based on FINAL ACCEPTANCE of the building; "SUBSTANTIAL COMPLETION" will not be accepted as basis for completion.

Exhibit A

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information - All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	**Vendor Contact Information (including area codes):** Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	**Signature:**
For Corporations - State in which incorporated:	**For Others -** 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 ***Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

M/WBE Name	Percentage of Contract	M/WBE Certifying Agency

If additional space is required, please attach an additional sheet and identify it as ***M/WBE Information***

Preference Certification - All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** 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 ***Location Products are Manufactured or Produced****.*

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

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.

Veteran Information	Business Information
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

Exhibit B

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the _____ day of _____, 20____, before me appeared _____, personally
Affiant name
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, stated as follows:

- I, the Affiant, 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, the Affiant, am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
  title business name
- I, the Affiant, 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, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by 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.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by 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, the Affiant, 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, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

_____
Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

_____
Notary Public

My commission expires:

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

Exhibit C

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

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

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

I am the _____ of _____, which is applying for a 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).

owner or partner — business name

I am classified by the United States of America as: (check the applicable box)

- ❑ a United States citizen.
- ❑ an alien lawfully admitted for permanent residence.

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

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

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

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

_____ _____

Affiant Signature — Affiant's Social Security Number or Applicable Federal Identification Number

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

_____

Notary Public

My commission expires:

INDEX OF DRAWINGS

1 – 2 COVER SHEET

2 – 2 SITE PLAN

GENERAL CONDITIONS

1. THESE DRAWINGS ARE PROVIDED FOR PRICING AND GENERAL CONSTRUCTION. CONTRACTORS SHALL VERIFY EXISTING CONDITIONS AT TIME OF BIDDING AND NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY WHEN DISCREPANCIES ARE DISCOVERED.
2. ALL CONSTRUCTION DEBRIS MUST BE DISPOSED OF BY THIS CONTRACTOR.
3. ANY PERMITS REQUIRED TO START AND COMPLETE THIS PROJECT SHALL BE OBTAINED AND PAID FOR BY THIS CONTRACTOR.
4. ALL DISCHARGES TO WATERS OF THE STATE MUST MEET THE APPLICABLE REQUIREMENTS OF THE MISSOURI STATE OPERATING PERMITS MADE PART OF THESE BIDDING DOCUMENTS ALL TESTING AND SAMPLING REQUIRED BY EXISTING PERMITS AND THE LAGOON CLOSURE PLAN SHALL BE PERFORMED BY MODOT FORCES.
5. ALL LAND DISTURBANCE ACTIVITIES ARE AUTHORIZED BY, AND THEREFORE MUST COMPLY WITH, CURRENT MODOT STATE OPERATING PERMITS AND SWPPP. ALL TEMPORARY AND PERMANENT BMPs FOR EROSION AND SEDIMENT CONTROL SHALL BE INSTALLED, MAINTAINED AND INSPECTED UNTIL THE PROJECT ACHIEVES FINAL STABILIZATION IN ACCORDANCE WITH PERMIT. UPON ACHIEVING FINAL STABILIZATION, ALL TEMPORARY BMPs SHALL BE REMOVED AND, IF NECESSARY, THOSE AREAS APPROPRIATELY SHAPED AND PERMANENTLY STABILIZED. PERIMETER AND OUTFALL BMPs SHALL BE INSTALLED PRIOR TO INITIATING LAND DISTURBANCE ACTIVITIES.
6. LAND DISTURBANCE ACTIVITIES OF ONE ACRE OR MORE REQUIRE A MISSOURI STATE OPERATING PERMIT TO DISCHARGE STORM WATER (10 CSR 20-6.200). THE PERMIT REQUIRES BEST MANAGEMENT PRACTICES SUFFICIENT TO CONTROL RUNOFF AND SEDIMENTATION TO PROTECT WATERS OF THE STATE. MODOT'S PERMIT #MO-R100007 COVERS THIS LAND DISTURBANCE ACTIVITY STATEWIDE.
7. ALL EXISTING SURFACES INDICATED TO REMAIN AS EXISTING FINISHED SURFACES OR SUBSTRATES OF NEW FINISHES ARE TO BE REPLACED TO ORIGINAL CONDITION IF DAMAGED BY WORK PERFORMED UNDER THIS CONTRACT, AT NO ADDITIONAL COST TO OWNER.
8. SEED AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION, PER MODOT SPECIFICATIONS IMMEDIATELY AFTER FINAL GRADING.
9. ALL EXISTING UTILITIES INDICATED ON THE DRAWINGS ARE ACCORDING TO THE BEST INFORMATION AVAILABLE; HOWEVER, ALL UTILITIES ACTUALLY EXISTING MAY NOT BE SHOWN. UTILITIES DAMAGED THROUGH THE NEGLIGENCE OF THE CONTRACTOR TO OBTAIN THE LOCATION OF SAME SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
10. REMOVAL OF ANY SEWER LINE, SERVICE LINE, OR PUMPS OR FOUNDATIONS THEREOF REQUIRED FOR THE CLOSURE OF THE LAGOON CELLS FOR THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE AT HIS EXPENSE.
11. WHEN FINAL CLOSURE IS COMPLETE, CONTRACTOR SHALL NOTIFY MDNR, IN WRITING, THAT THE LAGOONS HAVE BEEN CLOSED IN ACCORDANCE WITH THE APPROVED PLAN.

MISSOURI DEPARTMENT OF TRANSPORTATION

WASTE WATER SEWER LAGOON CLOSURE
at
I–70 Rest Areas

NORTHEAST DISTRICT – Wright City, Missouri
Warren County

STATE OF MISSOURI
DOUGLAS A. RECORD
NUMBER A-2009002624
ARCHITECT

11/15/13

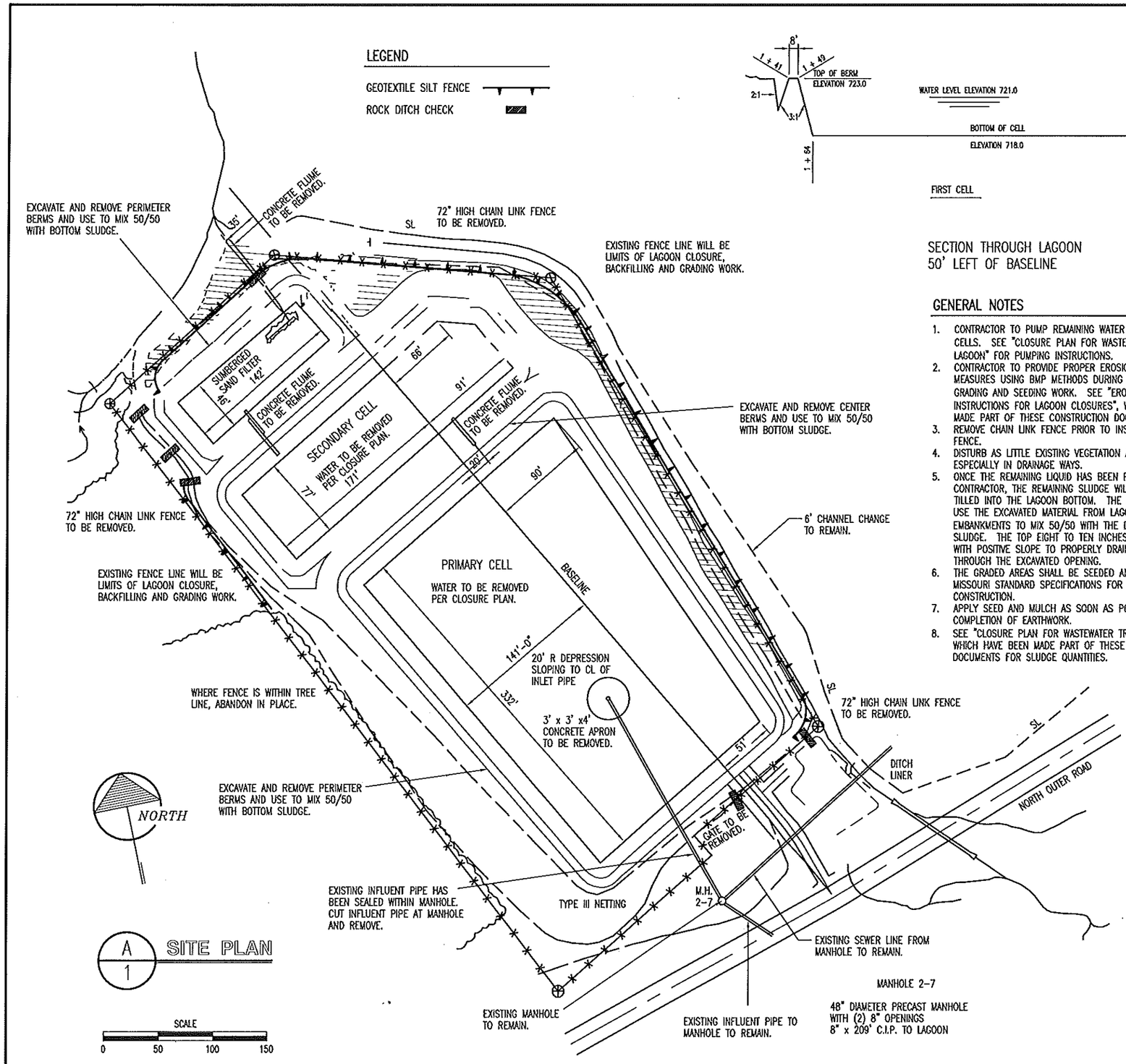
DRAWN BY: DOUG RECORD
DATE: 6-14-13

WRIGHT CITY
LAGOON CLOSURE
NORTHWEST DISTRICT

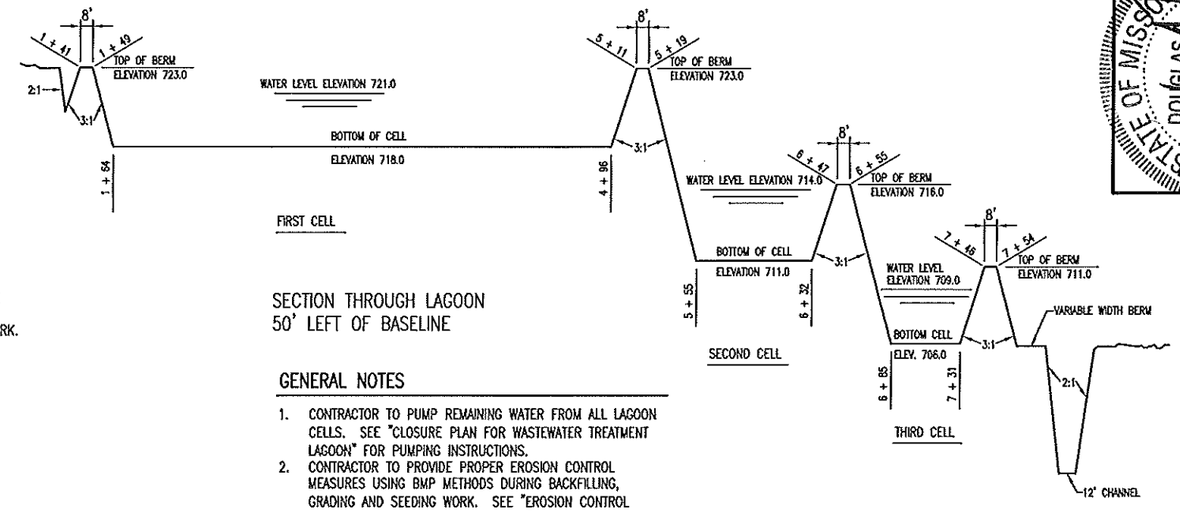
MISSOURI DEPARTMENT OF TRANSPORTATION
DIVISION OF GENERAL SERVICES
FACILITIES MANAGEMENT

COVER SHEET

Sheet 1 of 2



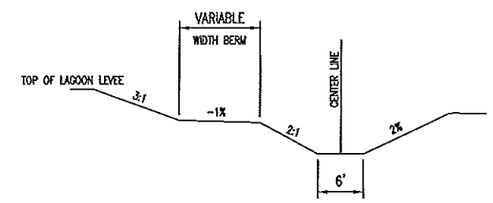
A 1 SITE PLAN



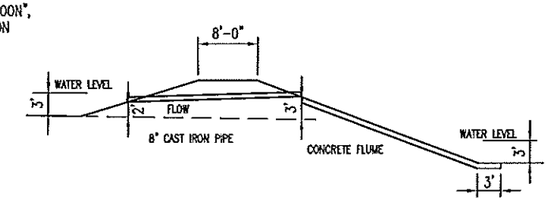
SECTION THROUGH LAGOON
50' LEFT OF BASELINE

GENERAL NOTES

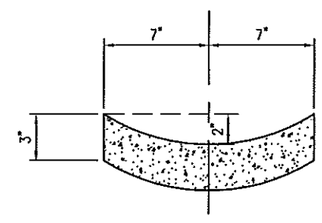
1. CONTRACTOR TO PUMP REMAINING WATER FROM ALL LAGOON CELLS. SEE "CLOSURE PLAN FOR WASTEWATER TREATMENT LAGOON" FOR PUMPING INSTRUCTIONS.
2. CONTRACTOR TO PROVIDE PROPER EROSION CONTROL MEASURES USING BMP METHODS DURING BACKFILLING, GRADING AND SEEDING WORK. SEE "EROSION CONTROL INSTRUCTIONS FOR LAGOON CLOSURES", WHICH HAVE BEEN MADE PART OF THESE CONSTRUCTION DOCUMENTS.
3. REMOVE CHAIN LINK FENCE PRIOR TO INSTALLATION OF SILT FENCE.
4. DISTURB AS LITTLE EXISTING VEGETATION AS POSSIBLE, ESPECIALLY IN DRAINAGE WAYS.
5. ONCE THE REMAINING LIQUID HAS BEEN PUMPED OUT BY THE CONTRACTOR, THE REMAINING SLUDGE WILL BE DRIED, THEN TILLED INTO THE LAGOON BOTTOM. THE CONTRACTOR WILL USE THE EXCAVATED MATERIAL FROM LAGOON BERMS AND EMBANKMENTS TO MIX 50/50 WITH THE DRIED BOTTOM SLUDGE. THE TOP EIGHT TO TEN INCHES SHALL BE GRADED WITH POSITIVE SLOPE TO PROPERLY DRAIN THE SURFACE THROUGH THE EXCAVATED OPENING.
6. THE GRADED AREAS SHALL BE SEEDED AND MULCHED PER MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
7. APPLY SEED AND MULCH AS SOON AS POSSIBLE UPON COMPLETION OF EARTHWORK.
8. SEE "CLOSURE PLAN FOR WASTEWATER TREATMENT LAGOON", WHICH HAVE BEEN MADE PART OF THESE CONSTRUCTION DOCUMENTS FOR SLUDGE QUANTITIES.



TYPICAL SECTION
6' CHANNEL CHANGE



OVERFLOW PIPE BETWEEN CELLS



CROSS SECTION – CONCRETE FLUME

STATE OF MISSOURI
DOUGLAS A. RECORD
NUMBER A-2009002624
ARCHITECT
11/15/13

DESIGNED: DOUG RECORD
DRAWN BY: DOUG RECORD
DATE: 6-14-13

WRIGHT CITY
LAGOON CLOSURE
NORTHWEST DISTRICT

MISSOURI DEPARTMENT OF TRANSPORTATION
DIVISION OF GENERAL SERVICES
FACILITIES MANAGEMENT

SITE PLAN

Sheet 2 of 2

MoDOT

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Kevin Keith, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

November 20, 2012

Department of Natural Resources
Division of Environmental Quality
St. Louis Region Office
7545 S. Lindbergh, Suite 210
St. Louis, MO 63125

Attn: Mr. Paul Morris Water Pollution Control Unit

Dear Mr Morris

Attached is the plan for closure of lagoons at the MoDOT west bound Wright City Rest Area at I-70 mile marker 198.6. Permit number MO 0087190. The rest area is scheduled to be connected to the City of Wright City waste water treatment system. The lagoons will then lay dormant until closure.

Land disturbance permit and permit termination form J will be submitted after the water is removed from the lagoons and they're ready to be closed and seeded.

Sincerely,

Kevin Wideman
Sr. Environmental Specialist

Copies: General Services-1gs
Northeast General Services

enclosures

Closure Plan for Wastewater Treatment Lagoon
Missouri Department of Transportation
Wright City Rest Area

Permit No. MO-0087190
Owner: Missouri Department of Transportation

I Facility Description

A Type: three cell lagoon
B Location; Interstate 70, & Mile Marker 198.6 West Bound, Wright City, Mo 63390
C Size:
Dimensions: Total 2.25 acres
Capacity: 23,520 gallons per day
Pop. Equiv.: 369
D Age: Put in service 1970

II Waste water

A Quantity	Total operating volume approximately 2,201,427.12 gallons
B Quality	Pumped at a rate no greater than 70,560 gallons per day discharge to waters of the state within permit limits
C Method of Disposal	Pumped at a rate no more than 70,560 gpd from cell one to cell two and cell two to cell three and finally cell three. Leave six inches of water above sludge layer in third cell which would need to be pumped to the POTW
D Alternate Method	After connection to the POTW, pump at a rate agreed upon with the city to the POTW.

III Sludge

A Quantity	approximately 40.96 CY in cell one, 26.96 CY in Cell two and 3.94 CY in cell three
B Quality	Sludge in cell one 36.86 dry tons (984.3 lbs of PAN) Sludge in cell two 24.26 dry tons (94.13 lbs of PAN) Sludge in cell three 3.54 dry tons (57.42lbs of PAN)
Total	Total 71.86 CY, 64.67 dry tons, 1,135.85 lbs of PAN
C Method of Disposal	Sludge will be left in place since lagoons are more than 15 years old. Lagoons and area equal 2 plus acres of area to be mixed with the sludge

IV Structure

The lagoons are to be destroyed by filling in. Sludge left in place and the berms turned in and mixed with the sludge on a 1:1 ratio. Smoothed over and seeded to grass. There is no mechanical plant with these lagoons.

Note: Laboratory analysis attached

Existing Facility Information

- Land use adjacent properties – roads, wooded, residential homes to the south – Aerial photograph
- Average usage – 25 cars, 18 trucks and RVs
- Design Flow – 8,000 GPD
- Population Equivalent – 225 per day
- No measurement of influent flow
- 3 cell facultative (non-aerated) lagoon system
  - Total surface area – 5.0 acres
  - Total lagoon depth – 5 ft.
  - Normal operating depth – 3 ft.
  - Operating surface area – 2.252 acres
  - Average detention time – 120 days
  - Effective storage volume – 2,201,427.12+ gallons
- Cell 3 submerged sand filter
  - Total surface area – 6,534 sq. ft.
  - Approximate sand volume – 181.5 cu. yds.
  - Approximate rock/gravel volume – 25 cu.yds.
- Discharge to wet weather tributary (class U) to Indian Camp Creek (class C),

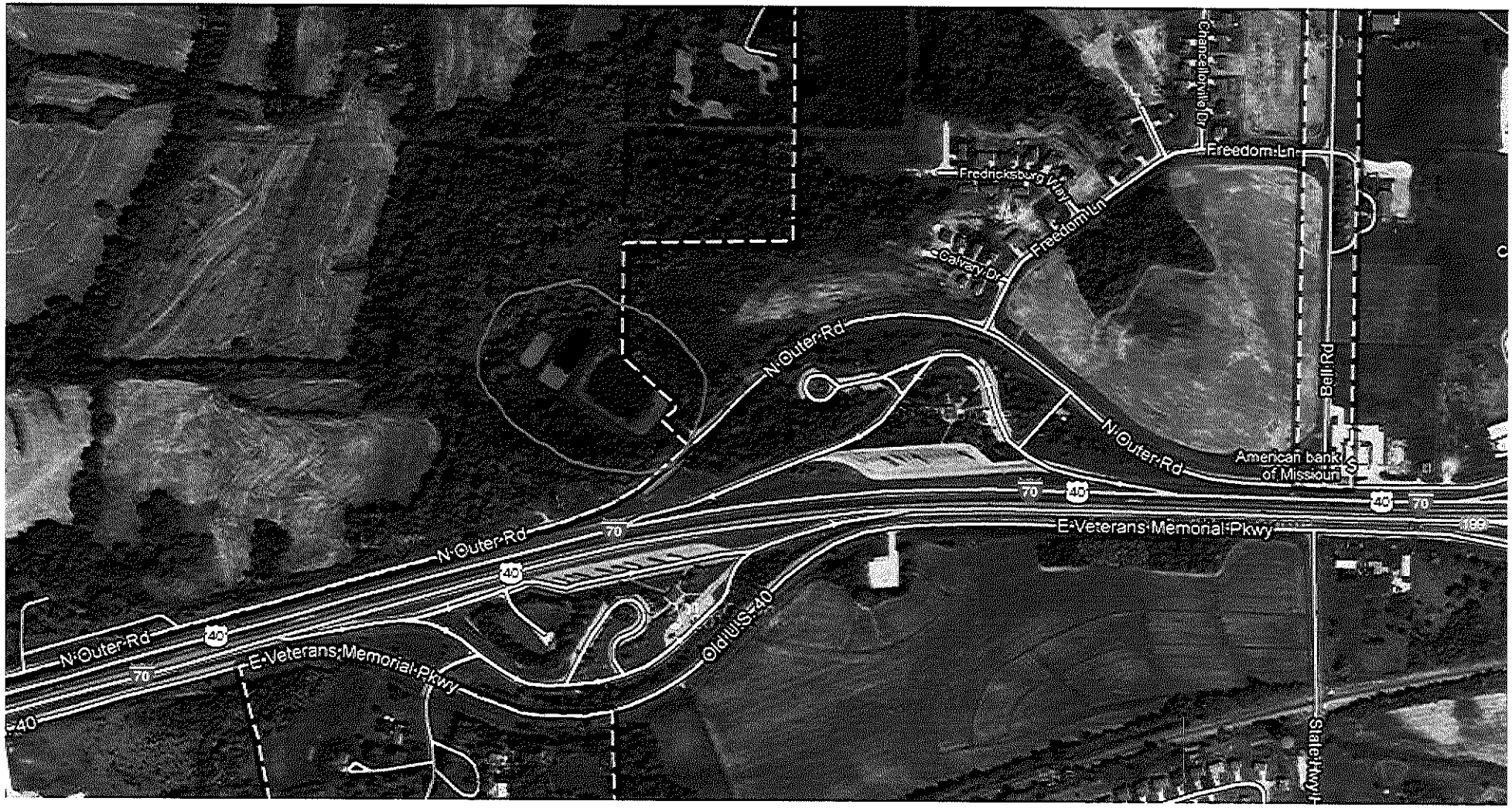
All material in the lagoons including the sand, gravel and rock will not be removed, but mixed with the soil and sludge, smoothed over and seeded to grass.

In calculating the sludge levels and samples, a sludge judge was used to take readings throughout the lagoons and averaged. The sludge judge was also used to take samples of the sludge for testing.

Lagoon one averaged 16 to 18 inches of sludge blanket. 18 inches was used in the calculations
Lagoon two averaged 9 to 12 inches of sludge blanket. 12 inches was used in the calculations.
Lagoon three averaged 4 to 6 inches of sludge blanket. 6 inches was used in the calculations.

Kevin Wideman
Sr. Environmental Specialist
Design Environmental
Missouri Department of Transportation
573-526-4171
Cell: 573-291-1586
fax 573-522-1973
kevin.wideman@modot.mo.gov

Wright City Rest Area Lagoons



Norlen Rd

INOVATIA® LABORATORIES, LLC

120 East Davis Street
P.O. Box 30
Fayette, MO 65248-0030

Phone: (660) 248-1911
Fax: (660) 248-1921
http://www.inovatia.com

ANALYSIS REPORT

Chain of Custody Number: 12-1044
Project Name / Number: N/A / N/A
Date Collected: 10/18/12
Time Collected: 10:40

Sample Number: 2DKRW301
Lab Number: 125096
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Nitrogen, Ammoniacal	66	mg/L	2	SM 4500-NH3 C	10/26/2012 - MWL
Nitrogen, Total Kjeldahl	437	mg/L	5	PAI-DK 01	10/26/2012 - MWL
Nitrogen, Nitrate-Nitrite	< 0.2	mg/L	0.2	EPA 353.2	10/23/2012 - MWL
Percent Solids	1.05	%	0.01	SM 2540 G	10/23/2012 - MWL
Plant Available Nitrogen	26.7	lb/ton of dry sludge	N/A	Calculation	10/29/2012 - MWL

Notes:

Report Date: 10/30/12

This report has been produced for the exclusive and confidential use of our clients. Reference to the analyses, the results, or the company in any news releases, advertising, or other public announcement is prohibited without obtaining prior written consent.

INOVATIA® LABORATORIES, LLC

120 East Davis Street
P.O. Box 30
Fayette, MO 65248-0030

Phone: (660) 248-1911
Fax: (660) 248-1921
http://www.inovatia.com

ANALYSIS REPORT

Chain of Custody Number: 12-1044
Project Name / Number: N/A / N/A
Date Collected: 10/18/12
Time Collected: 10:55

Sample Number: 2DKRW302
Lab Number: 125097
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Nitrogen, Ammoniacal	36	mg/L	1	SM 4500-NH3 C	10/26/2012 - MWL
Nitrogen, Total Kjeldahl	187	mg/L	2.5	PAI-DK 01	10/26/2012 - MWL
Nitrogen, Nitrate-Nitrite	< 0.2	mg/L	0.2	EPA 353.2	10/23/2012 - MWL
Percent Solids	3.41	%	0.01	SM 2540 G	10/23/2012 - MWL
Plant Available Nitrogen	3.88	lb/ton of dry sludge	N/A	Calculation	10/29/2012 - MWL

Notes:

Report Date: 10/30/12

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ANALYSIS REPORT

Chain of Custody Number: 12-1044
Project Name / Number: N/A / N/A
Date Collected: 10/18/12
Time Collected: 11:15

Sample Number: 2DKRW303
Lab Number: 125098
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Nitrogen, Ammoniacal	76	mg/L	1	SM 4500-NH3 C	10/26/2012 - MWL
Nitrogen, Total Kjeldahl	575	mg/L	5	PAI-DK 01	10/26/2012 - MWL
Nitrogen, Nitrate-Nitrite	< 0.2	mg/L	0.2	EPA 353.2	10/23/2012 - MWL
Percent Solids	2.17	%	0.01	SM 2540 G	10/23/2012 - MWL
Plant Available Nitrogen	16.2	lb/ton of dry sludge	N/A	Calculation	10/29/2012 - MWL

Notes:

Report Date: 10/30/12

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CHAIN OF CUSTODY RECORD

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FAYETTE, MO 65248-0030

PHONE: (660) 248-1911
FAX: (660) 248-1921
IL_CustServ@inovatia.com

FOR OFFICE USE ONLY:
CHAIN NUMBER: 12-10441
DATE REPORTED: 10/30/12
INVOICE NUMBER:

Contact Name: Kevin Wideman
Company Name: Mo DOT
Address: PO Box 270
City, State, Zip: Jefferson City Mo 65102
E-Mail: kevin.wideman@modot.mo.gov
Phone Number: 573 526 4171
Fax Number: 573 522 1973
Project Name / Number:
Quote Number:
Purchase Order Number:
Project Due Date:
Comments:
Sampler's Name: (please print)
Sampler's Signature:

DISPOSITION INFORMATION
- ☐ STORE WITHIN HOLD TIME
- ☐ STORE LONG TERM
- ☐ RETURN AT CUSTOMER EXPENSE
- ☐ DISPOSE OF SAMPLE AT INOVATIA
- ☐ OTHER

NOTES:

FOR OFFICE USE ONLY:
DELIVERY METHOD: Hand
CUSTODY SEALS: ☐ YES ☒ NO ☐ INTACT ☐ BROKEN
COOLANT: ☒ ICE ☐ ICE PACK ☐ NONE
PACKAGE TYPE: Cooler
ARRIVAL TEMPERATURE: 8.6 °C
MEASURED BY: ☐ TEMPERATURE BLANK ☒ SAMPLE ☐ COOLER / CONTAINER

Method Number →

	LAB NUMBER	Customer Sample Number	Date Collected	Time Collected	Matrix (Soil / Water / Sludge / Other)	G=grab / C=composite	No. of Containers	HCl	HNO_3	NaOH	H_2SO_4	TSP	Other:	Other:	PAH	Total Solids
1	125096	2DKRW 301	10/18/12	1040	Water	G	1								✓	✓
2	125097	2DKRW 302	10/18/12	1055											✓	✓
3	125098	2DKRW 303	10/18/12	1115											✓	✓
4																
5																
6																
7																
8																
9																
10																

NUMBER PER PRESERVATIVE

REQUESTED ANALYSES

Please include any information that may be useful in the analysis of the sample, such as: expected concentrations, required detection limits, and method of collection.

Comments:

Relinquished By:	Date:	Time:	Received By:	Date:	Time:
[signature]	10/18/12	14:19	[signature]	10/18/12	1419
Relinquished By:	Date:	Time:	Received By:	Date:	Time:

Unless otherwise governed under separate contract, by signing this form, the client accepts Inovatia's standard terms and conditions for service, pricing, and payment as published on the reverse side of this form. Prior, written notification of regulatory compliance requirements (GLP/cGMP) is mandatory and may result in additional fees.

When You Want Innovation, Think Inovatia™

Warren County (WPC)
MoDOT-Wright City Rest Area-Westbound
MO-0087190

STATE OF MISSOURI
Jeremiah W. (Jay) Nixon, Governor • Sara Parker Pauley, Director
DEPARTMENT OF NATURAL RESOURCES
www.dnr.mo.gov

December 10, 2012

Mr. Buck Brooks
Missouri Dept. of Transportation
P.O. Box 270
Jefferson City, MO 65102

Dear Mr. Brooks:

We have received the lagoon closure plan for the Missouri Department of Transportation-Wright City Rest Area (westbound)-Revision One wastewater treatment lagoon, Warren County, MO. The plan, dated November 30, 2012, was submitted by the Missouri Department of Transportation (MoDOT). The facility is a three cell lagoon with a sand filter as part of the third cell. The plan calls for closure in place of up to 300 pounds of PAN (plant available nitrogen) per acre. The water on top of the sludge will first be discharged through or near the existing outfall. Sludge will be dried or conditioned and will be mixed with soil from the lagoon berms and distributed over the lagoon area of approximately 4.1 acres.

The closure plan is approved with the following conditions and recommendations:

1. All discharges to waters of the state must meet the requirements of Missouri State Operating Permit #MO-0087190. Testing the discharge and reporting the results is required.

2. All sludge must be handled in accordance with Standard Conditions Part III, dated August 15, 1994.

3. The sludge left in place must be mixed with at least as much soil as sludge, 1 to 1. The base of the soil/sludge mixture must not extend below the root zone, generally two to three feet. The mixture must remain over the original lagoon seals and be evenly distributed.

4. Lime may be used to help dry the sludge and make it easier to work.

5. No more than 300 pounds of PAN per acre may be left on the lagoon site.

6. The site must be seeded immediately after final grading. Erosion control measures must be taken to minimize erosion until vegetation has been established.

7. Public access to the site should be restricted for at least one year after final closure. The Department does not recommend that structures or pavement be placed on the site.

8. Land disturbance activities of one acre or more require a Missouri State Operating Permit to discharge storm water (10 CSR 20-6.200). The permit requires Best Management Practices sufficient to control runoff and sedimentation to protect waters of the state. MoDOT has permit #MO-R100007, which covers land disturbance activities statewide. You may use that permit or seek coverage under a separate permit.

When final closure is complete, please provide a written confirmation to this office that the lagoons have been closed in accordance with the approved plan. You may find a Form J, which is an application for termination of the operating permit at the following URL:

http://dnr.mo.gov/forms/780-1576-f.pdf

After we receive this application, we will arrange with MoDOT to verify that the lagoon is properly closed in accordance with the closure plan. After that, we will proceed to terminate the operating permit. Also, Form S should be submitted to report the final disposition of the sludge. The permit will not be terminated and fees will continue to accrue until the lagoons are properly closed. You are still responsible for monitoring any discharge from the lagoons until properly closed. Please report as "no-discharge" if a discharge does not occur during the report period.

Please contact me at (314) 416-2960, 7545 South Lindbergh Blvd., Suite 210, St. Louis, MO 63125, if there are any questions.

Sincerely,

ST. LOUIS REGIONAL OFFICE

James A. Rhodes, P.E.
Water Section Manager

JAR/jh

c: Steve Feeler, Deputy Director, Division of Environmental Quality
Kevin Wideman, MoDOT

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DEC 13 2012
ENGINEERING SECTION
MO DEPARTMENT OF TRANSPORTATION

Exhibit F

Erosion Control Instructions for Lagoon Closures

1) Plans and quantities derived using as-built plans, adjustments will need to be made for site conditions.
2) All erosion control measures shall be installed as shown on the Site Plan and in accordance with Standard Plan 806.10H.
3) MoDOT personnel shall be consulted during installation and are available for periodic inspections.
4) MoDOT will perform the required weekly and post-runoff inspections for this land disturbance and document the results on the Land Disturbance Inspection Report. The contractor shall provide quality control inspections and make the necessary repairs prior to the MoDOT inspections.
5) Since the disturbed areas are greater than 1 acre the department's January 2012 SWPPP (Stormwater Pollution Prevention Plan) will be in effect.